

# **CYCLE INSURANCE**

**Policy Wording** 



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#### YOUR CYCLE INSURANCE

This **policy** wording and **your schedule of insurance** form a legally binding contract of insurance between **you** and **us** and explains the definitions, conditions, exclusions, and limits of cover **we** provide. This contract is only valid when **you** have a valid **schedule of insurance** and have paid the appropriate premium.

Please take the time to read the contents of this **policy** wording to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with the terms and conditions. **We** recommend that **you** periodically review **your policy** to ensure that it continues to meet **your** needs.

It is important that **you** check **your policy** wording and **schedule of insurance** carefully and contact ALAIB Limited if **you** have any queries, or they are incorrect on 01653 916642.

You need to keep this wording and your schedule of insurance in a safe place, together with the evidence of ownership and frame number.

#### **INFORMATION ABOUT YOUR INSURANCE PROVIDERS**

This insurance is administered by ALAIB Limited who are Authorised and Regulated by the Financial Conduct Authority ("FCA"). Register number 571109 Registered Office is Unit 3, Park Farm Courtyard, Easthorpe, Malton, North Yorkshire, YO17 6QX.

Sections 1 to 5 are underwritten by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in Ireland No. 306045. White Horse Insurance Ireland dac's Registered Office is First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland, deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Our FRN is 203320.

Section 6 Cycle Rescue is provided by Call Assist Limited and underwritten by DAS Legal Expenses Insurance Company who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (Register number 304838) and the Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited's Registered Office is DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

#### **DEMANDS AND NEEDS**

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to insure specific risks relating to their cycle(s) against accidental damage and theft, and if shown on your schedule of insurance, breakdown, personal accident and legal expenses.

## YOUR RESPONSIBILITY

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

## **GENERAL INFORMATION**

Who is covered

Your schedule of insurance shows the insured person, cycle, frame number and sums insured under this policy and any special terms or conditions that might apply.

Cover is available to the **insured person** and all **direct family members** of **your** household, who are permanent residents of the **United Kingdom**.

Please note: the insured person must be aged 18 years old or over to purchase this policy.

## How to contact us

We are here to help whenever you need us. If you have any questions about your policy or would like to discuss any other insurance needs, please either:

Email: info@ala.co.uk Or telephone: 01653 916642.

If you would like to write to us, please write to us at:

ALAIB Limited Unit 3, Park Farm Courtyard Easthorpe Malton North Yorkshire YO17 6QX

In any communication with **us**, please remember to quote **your** full name, address, and **your policy** number. This will enable **us** to quickly locate **your** policy details.

#### **CYCLE ELIGIBILITY**

We can only insure cycles if you are able to provide evidence of ownership, frame number and if they are:

- purchased as new or second-hand from a cycle retailer;
- 2. a **cycle** provided to **you** as an insurance claim replacement with documentary evidence;
- gifted to you and you are able to provide a gift receipt or original purchase receipt issued to the original owner;
- 4. not exceeding £6,000 in value;
- 5. in your possession and in good working condition (not accidentally damaged) on date of first policy inception.

## **GENERAL SECURITY REQUIREMENTS**

#### SECURITY REQUIREMENTS WHERE THE CYCLE IS AT THE INSURED LOCATION

Damage or theft of the cycle, whilst at the insured location, shall only be covered in circumstances where the cycle is:

- kept inside a self-contained locked premises where you and/or your direct family member(s) are the sole residents. Any security devices such as CCTV cameras must be operating correctly; or
- kept inside a self-contained lockable private room within a shared accommodation, in which you live. Any security devices such as CCTV
  cameras must be operating correctly; or
- 3. kept inside a privately accessed garage, outbuilding, or shed within the boundaries of the **insured location** and **you** have complied with the following security requirements:
  - 3.1 all external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock; or
  - 3.2 the **cycle** must be secured through the **frame** and any quick release wheels by an **approved lock** to an **immovable object** within the building; or
- 4. secured through the **frame** and any quick release wheels by an **approved lock** to an **immovable object** within the building at any location which is described as a communal outbuilding.

## SECURITY REQUIREMENTS WHERE THE CYCLE IS AWAY FROM THE INSURED LOCATION

Damage or theft of the cycle, whilst away from the insured location, shall only be covered in circumstances where:

- the cycle is left unattended, it must be secured to an immovable object by an approved lock through the frame and any quick release wheels; and
- 2. any access to the **cycle** is effected by forcible and violent entry; and
- 3. the **cycle** is not left unattended within the boundaries of a train station, bus station, coach station or **your** permanent place of employment, for more than 24 hours and subject to conditions (1) and (2) above.

### SECURITY REQUIREMENTS WHERE 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:

- 1. all doors, windows and other openings of the vehicle and cycle rack are left closed, securely locked, and properly fastened;
- access to the cycle must have been effected by forcible and violent entry;
- 3. any security devices installed in the vehicle and cycle rack are in operation:
- 4. the **cycle** is stored out of sight wherever possible, or is secured through the **frame** and any quick release wheels by an approved lock to the roof or **cycle** rack attached to the vehicle;
- 5. 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;
- 6. **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;
- 7. any vehicle used must have:
  - 7.1 a valid motor insurance; and
  - 7.2 a valid MOT certificate where applicable; and
  - 7.3 current road tax where applicable; and
  - 7.4 all windows capable of being securely fastened and locks must be capable of rendering the vehicle secure.

#### **POLICY CANCELLATION**

If you decide that for any reason, this policy does not meet your insurance needs then simply email us at info@ala.co.uk or write to the following address:

ALAIB Limited
Unit 3, Park Farm Courtyard
Easthorpe
Malton
North Yorkshire
YO17 6QX
Tel: 01653 916642

If **you** cancel within 14 days from the purchase date or the day on which **you** receive the **policy** documentation, whichever is later, **you** will receive a full refund of the premium provided **you** have not made a claim and do not intend to make a claim.

You can cancel this **policy** at any time after the 14 day period and **you** will receive a full refund, provided the cancellation of the **policy** is before the **period of insurance** begins.

If the **period of insurance** has begun, **you** can cancel at any time after the 14 day period and **you** will receive a pro-rata refund for the remaining period provided **you** have not made and do not intend to make a claim.

If you pay your premium monthly, your policy will be cancelled with immediate effect. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received.

If a claim has been made by **you we** will not refund any premium and **you** must still continue to pay **us** the monthly premium for the remainder of **your** annual term.

We shall not be bound to accept renewal of any insurance and may at any time cancel your policy by giving 14 days notice in writing to your last known email address (or mailing address if you do not have an email address) provided by you where there is a valid reason for doing so.

Valid reasons may include but are not limited to:

- 1. Where we reasonably suspect fraud;
- 2. Non-payment of premium;
- 3. Threatening and abusive behaviour;
- 4. Non-compliance with **policy** terms and conditions.

## FRAUDULENT CLAIMS / FRAUD

You must not act in a fraudulent way. If your claim is in any way dishonest or exaggerated, or if you or anyone acting for you:

- 1. Fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy; or
- 2. Fails to reveal or hides a fact likely to influence the cover we provide; or
- 3. Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false; or
- 4. Sends us or anyone acting on our behalf a document, knowing the document to be forged or false; or
- 5. Makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way; or
- 6. Makes a claim for any loss or damage you caused deliberately or with your knowledge.

We will not pay any benefit under this **policy** or return any premium to **you** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against **you** and inform the appropriate authorities.

#### **GOVERNING LAW**

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England.

#### **SUBROGATION**

In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **our** right of subrogation. **You** shall, 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.

### **LANGUAGE**

The contractual terms and conditions, and other information relating to this policy will be in the English language.

#### **CHANGE OF CIRCUMSTANCES**

You must immediately advise us if any of the following circumstances change, at any point during the period of insurance:

- 1. You are no longer a permanent resident of the United Kingdom;
- 2. You change your home address;
- 3. You change or dispose of your cycle.

If **you** are not sure if a change in circumstances is relevant to **your policy**, please contact **us** for advice by email at <u>info@ala.co.uk</u> or telephone 01653 916642.

## **REINSTATEMENT OF COVER**

In the event of a claim resulting in a total loss and subsequent replacement or cash settlement, **you** may apply for the reinstatement of cover on the replacement **cycle**. The **policy** renewal date will remain unchanged and will operate as shown on **your schedule of insurance**. If the insured value of **your** replacement **cycle** is higher than the current insured value, **you** will be asked to pay the proportionate additional premium. Following a claim, **we** reserve the right to decline to reinstate cover or to apply special terms.

#### **CONTRIBUTION CLAUSE**

If at the time of any **insured incident** which results in a claim under this **policy**, there is another insurance policy (or a third party that has a legal responsibility) that covers the same loss, **damage**, or **theft**, **we** will not pay **you** more than **our** proportional share when settling **your** claim (not applicable to Section 4 – Personal Accident).

#### **AUTOMATIC RENEWAL**

We will contact you up to 30 days before the annual renewal date of your policy and we will tell you then if there are any changes to your premium or cover. To ensure continuation of cover, we will then renew your policy unless you advise us otherwise. If we are unable to automatically process your renewal we will contact you before your renewal date and invite you to renew your policy via an alternative channel. Your renewal premium will be taken by the same method used during your initial purchase. If you do not want to auto renew your policy, simply follow the instruction in your renewal notification. If you do nothing, then this policy will automatically renew for a further period of 12 months.

#### **DEFINITIONS**

The following words, expressions or phrases apply to each and every part of this policy and will have the same meaning wherever they appear in this document in bold:

#### Accessories

equipment added or fixed to the cycle in addition to the manufacturer's original specification, including helmets (excluding airbag helmets), shoes, jerseys or vests, base layers, gilets, glasses and goggles, jackets, shorts, trousers, backpacks, helmet mounted cycling cameras, cycling computers, cycling GPS unit, lights, spare wheels, cycle luggage, cycle trailers and tag-a-longs, cycling tools, cycling armour, guards and locks.

Accident Approved Lock a sudden and unexpected event arising from your use of your cycle during the period of insurance.

- 1. A nominated lock which is specified in the 'Sold Secure' list (www.soldsecure.com) of cycle locks which is appropriate to the insured value of the cycle
  - Insured value under £500 require a Bronze rated lock; 1.1
  - 1.2 Insured value under £1,000 require a Silver rated lock;
  - 1.3 Insured value over £1,000 require a Gold rated lock; or
- Any other specified lock accepted by **us** and specified in **your schedule of insurance**.

**Bodily Injury** Callout(s) Cycle(s)

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

the deployment of a recovery operator to your cycle.

**Damage** 

any bicycle, tricycle or tandem powered by human pedalling and/or battery, which is your own property and a frame number provided to us, usually kept at the address shown on your schedule of insurance 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. unexpected, sudden, malicious and unintentional physical damage during the period of insurance.

Direct Family Member(s)

a spouse, partner, parent, son, daughter, grandchild, a minor under your legal guardianship or sibling who lives permanently with you at the address stated in your schedule of insurance.

a person other than you, a direct family member or an employee of yours, who is licensed to practice medicine or surgery in the country where treatment is given.

**Evidence of Ownership** 

a document that demonstrates your ownership of the cycle and any accessories (including the approved lock) you are claiming for. This can be in the form of a till receipt, delivery note, or invoice issued to you or to a direct family member or if the cycle was gifted to you by a third party, a gift receipt issued by the retailer at the time the cycle was purchased would suffice. It may help your claim if you are able to provide a dated photograph of the cycle,

along with the accessories, approved lock, and frame number.

**Excess** Frame

**Doctor** 

the amount you have to pay in respect of each agreed claim as stated in your schedule of insurance.

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

Frame Number

a number stamped into the metal under the bottom bracket or if a carbon frame, the number will be etched into the surface or displayed on a sticker. Occasionally, the frame number will be on the inside of the chain stay or on the down tube or top tube.

Home Address Immovable Object the last known address that **we** have for where **you** reside within the **United Kingdom**.

- 1. any solid object fixed in or onto concrete or stone, which cannot be undone, removed with, or lifted under or over the cycle.
- 2. a properly fixed motor vehicle roof rack or properly fixed vehicle rack.
- 3. at train stations, a cycle rack supplied by the train station expressly for the purpose of securing cycles, and within the jurisdiction of the transport police.

**Insured Incident** 

an accident, act of vandalism, or irreparable breakdown to the cycle which immediately renders the cycle

Insured Person Insured Location the person aged 18 years or over and named in the schedule of insurance as the insured.

the location stated in your schedule of insurance where your cycle and/or your accessories are usually kept which may include the following:

- 1. your home address including its privately accessed garage(s); or
- 2. a privately accessed lockable wooden or metal shed, outbuilding or detached garage which are attached to or within the boundaries of your home address; or
- 3. a self-contained lockable private room within a shared accommodation, in which you normally reside; or
- 4. a purpose-built cycle storage facility; or
- 5. any temporary residence in which you are resident such as a holiday cottage/home, guesthouse, or hotel for a maximum of 30 consecutive days at any one time during the period of insurance within the territorial limits or any other location agreed by us and specified in your schedule of insurance.

Legal Adviser

solicitor or appropriately qualified person, firm, or company, including us, who is chosen to act for you in your claim for compensation.

Loss of Limb

means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

Loss of Sight

means total and irrecoverable loss of sight which shall be considered as having occurred:

- in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Period of Insurance

the period of time for which this **policy** is in force as shown in the **schedule of insurance**.

permanent disability which entirely prevents you from working in any business or occupation which you are practically suited to by training, education or experience which has been certified by a **doctor**.

**Policy** 

the telephone operator employed by us.

**Recovery Operator** Rescue Co-ordinator(s) Schedule of Insurance

the independent technician we appoint to attend the insured incident.

this insurance document and the schedule of insurance.

the document showing the details of the insured person, insured location, frame number, sums insured, excess

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**Permanent Total Disablement** 

and territorial limits.

Sums Insured the amounts set out on your schedule of insurance for each section of cover.

Territorial Limits United Kingdom or worldwide as set out in your schedule of insurance in which cover operates.

**Terrorism** an act including, but not limited to, the use of force or violence and/or the threat (or perceived threat) thereof of any

person or groups 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 ethnic purposes, or reasons including the intention to

influence any government and/or to put the public, or any section of the public, in fear.

Theft the unauthorised dishonest appropriation, or attempted appropriation, of the cycle specified on your schedule of

insurance, by another person with the intention of permanently depriving you of it.

Unattended when the cycle is not being used or held in accordance with the security requirements of this policy, by you.

United Kingdom Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands. We/Us/Our any, or all of:

any, or all of:
• ALAIB Limited

• White Horse Insurance Ireland dac ("White Horse")

Call Assist Ltd ("Call Assist")

• DAS Legal Expenses Insurance Company limited

You/Your the insured person named in the schedule of insurance and all direct family members of that person's household,

who are permanent residents of the **United Kingdom**.

#### **HOW TO MAKE A CLAIM**

#### Sections 1 to 5

Firstly, please check **your policy** and **schedule of insurance** to see if **you** have the appropriate cover. To report a claim please use the online portal at: www.cycleinsuranceclaims.co.uk

In respect of any **theft**, attempted **theft** and/or resultant **damage you** must report the incident to the Police within 48 hours and obtain an incident/crime number.

You will be asked to supply evidence to support your claim at your own expense, including but not limited to, evidence of ownership, frame number and police incident/crime number.

#### Section 6 (Cycle Rescue)

If your cycle suffers an insured incident please call our 24 hour control centre on:

Telephone: 01206 812723

Please have the following information ready to provide to our rescue co-ordinator:

- 1. Your return telephone number
- 2. Your policy number
- 3. The precise location of **your cycle** (or as accurate as **you** are able in the circumstances).

We will take your details and ask you to remain by the telephone you are calling from. When we have made all the arrangements we will contact you to advise who will be coming out to you and how long they are expected to take. Your mobile phone must therefore be switched on and available to take calls at all times. You will then be asked to return to your cycle.

If you are deaf, hard of hearing or speech impaired, please send a text message containing your full name, policy number and policy postcode to 07537 404890.

It is **your** responsibility to abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within sight of the **cycle**.

#### **COMPLAINTS PROCEDURE**

## COMPLAINTS ABOUT THE SALE OF YOUR POLICY

We will do everything possible to ensure that you receive, at all times, excellent service and be there when you need us. We hope that you do not have cause to complain, however if you are at any time, are dissatisfied with the service you have received from us and wish to make a complaint you can by writing to:

ALAIB Limited Unit 3, Park Farm Courtyard Easthorpe Malton North Yorkshire YO17 6QX

Tel: 01653 916642

Email: <a href="mailto:customersupport@ala.co.uk">customersupport@ala.co.uk</a>

## **COMPLAINTS ABOUT A CLAIM OR POLICY COVERAGE**

## **SECTIONS 1 TO 5**

If **your** complaint relates to a claim under Sections 1 - 5 that are underwritten by White Horse Insurance Ireland dac please contact: The Customer Experience Manager,

White Horse Insurance Ireland dac

First Floor Rineanna House Shannon Free Zone Shannon County Clare

V14 CA36

Republic of Ireland

Email: complaints@white-horse.ie

## **SECTION 6 (CYCLE RESCUE)**

If your complaint relates to a claim under Section 6 (Cycle Rescue) please contact:

**Customer Services** 

Call Assist Axis Court

North Station Road

Colchester

Essex

CO1 1UX

Please include the details of your policy and in particular your policy number, to help your enquiry to be dealt with speedily.

**We** take all customer complaints seriously, however if **your** complaint about the sale of **your policy**, roadside assistance and/or claim is not resolved to **your** satisfaction and **you** remain dissatisfied with the final response, **you** have the right to make an appeal to the Financial Ombudsman Service ("FOS"). **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service

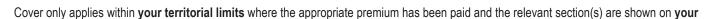
**Exchange Tower** 

London E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

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

Following this complaint procedure does not affect your rights to take legal action.



## SECTION 1 - THEFT AND/OR DAMAGE TO CYCLE

#### What is Covered

We will pay you for:

- theft of or damage to your cycle at your insured location during the period of insurance
- theft of or damage to your cycle away from your insured location during the period of insurance

#### Please Note

We agree to pay for repair or replacement, up to the sums insured, of your cycle that has been stolen or sustained damage.

**We** will repair, replace or pay for **your cycle** on a new for old basis provided the stolen or damaged **cycle** was not more than 3 years old at the date of loss and was new when **you** purchased it.

If the **cycle** was more than 3 years old or was second-hand at the time of purchase **we** will repair, replace, or pay for **your cycle** on an equivalent type or specification basis.

#### What is Not Covered

- 1. the excess as stated in your schedule of insurance;
- 2. **theft** of or **damage** to **your cycle** unless substantiated by **evidence of ownership**;
- 3. **theft** of or **damage** to **your cycle** unless the **frame number** has been provided to **us**;
- theft from the insured location unless there is evidence of forcible and/or violent entry or exit;
- theft from a vehicle unless the cycle is completely out of sight or secured through the frame and any quick release wheels by an approved lock to a roof or bike rack attached to the vehicle;
- 6. **theft** from a vehicle unless there is evidence of forcible and/or violent entry;
- theft if your cycle was not secured through the frame and any quick release wheels by an approved lock to an immovable object;
- damage sustained in transit when handed to a recognised transport provider, unless the cycle is securely packaged, and a receipt obtained;
- any tyres unless the cycle was stolen or damaged at the same time:
- 10. **theft** or **damage** sustained if loaned or hired out by **you** to any person other than a **direct family member**;
- any claim exceeding the sums insured as stated on your schedule of insurance;
- 12. any claim arising from marring, scratching, denting or any cosmetic change which does not impair the function of the **cycle**;
- 13. any claim arising gradually, including but not limited to general wear and tear, atmospheric or climatic conditions, frost, insects, vermin, rust, dust, contamination, chemical reaction, or dampness;
- 14. any claim where the cycle has suffered damage as a result of a manufacturing fault which is still covered under a manufacturer's warranty:
- 15. failure to maintain the **cycle** in accordance with the manufacturer's instructions;
- any mechanical or electrical breakdown or defect or electronic malfunction;
- 17. **theft**, loss, or **damage** incurred to **your cycle** whilst being used for professional races or business/trade purposes;
- 18. **theft** or **damage** to **your cycle** if left **unattended** in a location, other than the **insured location**;
- 19. **theft** of **accessories** unless **you** have cover for **your accessories** as shown on **your schedule of insurance**;
- theft of your cycle if secured by a lock which is not approved for the value of your insured cycle;
- 21. any claim where **you** have failed to obtain a police incident/crime number;
- 22. anything contained in the general exclusions of this policy.

## **SECTION 2 - THEFT AND/OR DAMAGE TO ACCESSORIES**

## What is Covered

(Cover only applicable if shown on your schedule of insurance)

We will pay you for:

- 1. damage or theft of your accessories at your insured location during the period of insurance
- damage or theft of your accessories away from your insured location during the period of insurance

## What is Not covered

- the excess as stated in your schedule of insurance;
- 2. **theft** of or **damage** to **accessories** where **accessories** cover is not shown on **your schedule of insurance**;
- 3. **theft** of or **damage** to **your accessories** unless substantiated by **evidence of ownership**;
- any fixed accessories unless the cycle was stolen or damaged at the same time;
- theft from the insured location unless there is evidence of forcible and/or violent entry or exit;
- theft from a vehicle unless the accessories are completely out of sight and there is evidence of forcible and/or violent entry;
- damage sustained in transit when handed to a recognised transport provider, unless the accessories are securely packaged, and a receipt obtained;
- 8. theft or **damage** sustained if loaned or hired out by **you** to any person other than a **direct family member**;

any claim arising gradually, including but not limited to general wear and tear, atmospheric or climatic conditions, frost, insects, vermin, rust, dust, contamination, chemical reaction, or dampness: 10. failure to maintain accessories in accordance with the manufacturer's instructions; 11. any mechanical or electrical breakdown or defect or electronic malfunction: 12. theft or damage to your accessories if left unattended in a location, other than the insured location; 13. any claim where you have failed to obtain a police incident/crime number; 14. anything contained in the general exclusions of this **policy**. **SECTION 3 - REPLACEMENT CYCLE HIRE** What is Covered What is Not Covered (Cover only applicable if shown on your schedule of insurance) 1. the costs of hire where **our** prior authority has not been obtained; 2. any costs of hire where evidence of expenditure cannot be provided: We will pay you up to the amount stated in your schedule of 3. any costs incurred by anyone other than **you**; **insurance** during the **period of insurance** for the cost of hiring an alternative cycle from a recognised reputable cycle dealer whilst 4. anything contained in the general exclusions of this **policy**. awaiting repair or replacement of your cycle when it is the subject of an approved claim with us. **SECTION 4 - PERSONAL ACCIDENT** What is Covered What is Not Covered any accident not involving the use of a cycle by you; (Cover only applicable if shown on your schedule of insurance) any claim for death benefit over £1,000 if aged under 16 years of We will pay you up to the amount stated in your schedule of age or over 65 years of age; **insurance** if at any time whilst **you** are using a **cycle** within **your** permanent total disablement for anyone under 16 years of age territorial limits, you are involved in an accident, which solely and or over 65 years of age; suicide, attempted suicide or intentional self-injury or insanity; independently of any other cause, causes you bodily injury which results in either your death, loss of limb, loss of sight or permanent any deliberate exposure to exceptional danger (except in an total disablement. attempt to save a human life); any benefit directly or indirectly resulting from stress, trauma, or The amounts we will pay under this section are either Level 1 or Level psychiatric illness; 2 as stated in your schedule of insurance: taking part in any criminal act; being under the influence of alcohol or drugs; Accidental Bodily injury which any benefit when your death, injury or loss does not occur within Results in 180 days of the **accident**: 10. any benefit when **you** cannot prove to **us** that the **permanent** total disablement has continued for 12 consecutive months from

	Level 1	Level 2
Loss of Limb	£5,000	£10,000
Loss of Sight	£5,000	£10,000
Permanent Total Disablement	£10,000	£25,000
(No cover if aged under 16 years of age		
or over 65 years of age)		
Death	£10,000	£25,000
(Limited to £1,000 if aged under 16 years of		
age or over 65 years of age)		

Benefit under this section shall be payable to you or your nominees.

remainder of your life;

11. more than one benefit under this section;

## What is Covered What is Not Covered

(Cover only applicable if shown on your schedule of insurance)

**SECTION 5 - LEGAL EXPENSES** 

We will pay legal costs and expenses incurred by you, up to the amount stated in your schedule of insurance, in the pursuit of legal proceedings by you or your personal representative(s) for compensation and/or damages arising from or out of your injury or death whilst using your cycle.

We will nominate a **legal adviser** to act for **you**. If **you** and **we** cannot agree on that **legal adviser** the matter can be referred to an Alternative Resolution Facility.

The total amount payable includes reasonable legal defence costs and expenses incurred by **you** and agreed with **our** written consent.

 any claim brought against us or our agents or your direct family members or relatives;

the date of the accident and in all probability will continue for the

2. legal expenses incurred prior to the granting of **our** support;

12. any benefit whilst using the cycle for hire, reward, courier services, or the carriage of paying passengers;13. anything contained in the general exclusions of this policy.

- 3. any claim not involving the use of a cycle;
- any claim that occurs outside the territorial limits shown in your schedule of insurance;
- any claim reported more than 31 days after the commencement of the incident giving rise to such claim;
- 6. any claim where **we** consider **your** prospects of success in achieving a reasonable benefit are insufficient;
- claims for legal costs where you are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence;
- claims emerging from the pursuance of a contingent fee agreement between you and your counsel;
- P. pursuing claims as part of or on behalf of a group or organisation;
- anything contained in the general exclusions of this policy.



## **SECTION 6 - CYCLE RESCUE**

#### What is Covered

(Cover only applicable if shown on **your schedule of insurance**. Cycle rescue cover is restricted to incidents occurring in the United Kingdom only)

Please note that this section of the policy is not underwritten by White Horse Insurance Ireland dac

This service is provided by Call Assist Limited.

We will provide cover if your cycle suffers an insured incident, which occurs more than one mile from your home address. We will send help if you are unable to complete the cycle portion of your journey as a result of an accident, vandalism, or an irreparable breakdown to your cycle. We will arrange and pay for you, any pillions, any direct family members and your and direct family members cycles (if appropriate) to be transported at our discretion to:

- 1. The nearest suitable **cycle** repair shop or
- 2. The nearest appropriate railway station or
- 3. The nearest car rental agency or
- 4. The nearest overnight accommodation or
- 5. Your Home Address, if closer.

## Message Service

If **you** require, **we** will pass on two messages to **your** home or place of work to let them know of **your** predicament.

#### **Uninsured Service**

**We** can usually provide assistance for services which are not covered under this insurance **policy**. All costs (including an administration fee) must be paid for immediately by credit or debit card.

### Repairs

Any repairs undertaken by a **cycle** repair shop are provided under a separate agreement, which is between **you** and the **cycle** repair shop. If the cost of repairs to **your cycle** is covered under Section 1, **we** advise **you** contact the claims department for that section before authorising repairs to **your cycle**.

#### What is Not Covered

- 1. an **insured incident** occurring outside the **period of insurance**;
- any insured incident within a mile, by public highway from your home address;
- any insured incident where the cycle is being used in a way that
  is not specified in the design and manufacturers specifications, or
  arising directly out of the unreasonable use of the cycle on
  unsuitable terrain;
- the recovery of you and your cycle if repairs can be carried out at or near the scene of the insured incident within the same working day;
- insured incidents where the cycle is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer, including immersion in mud, sand, snow, or water;
- insured incidents while the cycle is being used or has been modified for racing, trials or rallies, speed or endurance tests or practices for those activities;
- 7. any damage to your cycle or its accessories whilst being recovered, stored, or repaired and any liability arising from any act performed in the execution of the assistance services provided. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, we will not pay for you to collect your cycle from a repairer or for any time that has to be taken off work because of an insured incident;
- 8. fines or penalties imposed by courts;
- callout charges the police may charge;
- 10. ferry and toll charges;
- 11. the cost of parts, components, lubricants or materials, food, drink, telephone calls, or other incidental expenses;
- any costs other than recovery to one of the destinations detailed;
- the charges of any company or person other than the recovery operator called out by us;
- insured incidents where our control centre has not been notified promptly of the insured incident prior to expenses being incurred;
- insured incidents where charges incurred have not been settled promptly by you before requesting reimbursement;
- any charges arising from your failure to comply with the requests of us or the recovery operator concerning the assistance being provided to you;
- any charges where, having contacted us, you effect recovery or repair by other means;
- 18. damage to tyres by road punctures capable of being repaired by cycle emergency kit available to you at the time of the insured incident:
- 19. medical and other expenses arising out of injury sustained by **you**;
- 20. more than three claims in any one **period of insurance**:
- 21. claims totalling more than £1,500 in any one period of insurance;
- 22. anything contained in the general conditions of this **policy**.

## **GENERAL CONDITIONS - SECTION 6 ONLY**

- 1. the rider of the **cycle** must remain with or nearby the **cycle** until help arrives.
- 2. if a callout is cancelled by you and a recovery operator has already been dispatched, you will lose a callout from your policy. We recommend you wait for assistance to ensure the cycle is functioning correctly. If you do not wait for assistance and the cycle breaks down again within 12 hours, you will be charged for the second and any subsequent callouts.
- 3. we reserve the right to charge you for any costs incurred as a result of incorrect location details being provided.
- 4. **we** have the right to refuse to provide the service if **you** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue co-ordinators** or the **recovery operator**.
- 5. this **policy** is for permanent residents of the **United Kingdom** and **cycles** must be located within the **United Kingdom** when cover is purchased and commences.
- 6. if **we** are able to repair **your cycle** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
- the repair must be carried out if the cycle is recovered to a cycle repair shop and the cycle repair shop can repair the cycle within the terms stated. You must have adequate funds to pay for the repair immediately. If you do not have funds available, any further service related to the claim will be denied.
- 8. in the event **you** use the service, and the fault is subsequently found not to be covered by the **policy you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the uninsured service.
- 9. we may decline service if you have an outstanding debt with us.

- 10. if **you** have right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any insurance **policy** for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
- 11. we reserve the right to transport your immobilised cycle in accordance with and subject to any legislation, which affects drivers' working hours.
- 12. regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided.
- 13. the policy is not transferable to another person.
- 14. **we** will provide cover if:
  - a) You have met all the terms and conditions within this insurance.
  - b) The information provided to us, as far as you are aware, is correct.

#### **GENERAL EXCLUSIONS**

The following exclusions apply to the whole of this **policy**. Additional sectional exclusions may apply. Please refer to the relevant parts of the **policy** for further details.

This policy does not provide cover for any incident arising through or in the consequence of:

- 1. any act of fraud or dishonesty by you or anyone acting on your behalf.
- 2. any claim where the **cycle** has been used for competitive racing, triathlon, trials or rallies, speed or endurance tests or practices for those activities.
- 3. you are riding a scooter, segway, skateboard or motorcycle or any claim that does not involve a cycle.
- 4. any claim where the cycle(s) was not purchased as new or second-hand from a cycle retailer or any claim that does not involve a cycle.
- terrorism
- 6. 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.
- 7. any claim for reduction in value or **damage** caused by wear and tear.
- 8. any pre-existing **damage** that happened before **your** policy started.
- 9. solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered **doctor**, or drugs which have been prescribed by a registered **doctor** and not those prescribed for drug addiction.
- 10. any claim where **evidence of ownership** cannot be provided.
- 11. any claim where **your cycle** was being used for hire, reward, trade, or business purposes, including courier services but excluding commuting purposes.
- 12. any expenses incurred as a result of you not being able to use the cycle, other than the cost of repair or replacement;
- 13. the excess.
- 14. any claim where the **cycle** or **accessories** are being used by anyone other than **you**.

## FINANCIAL SERVICES COMPENSATION SCHEME

White Horse Insurance Ireland dac are covered by the Financial Services Compensation Scheme ("FSCS"). Should White Horse Insurance Ireland dac be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme.

Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk

The FSCS does not cover the Channel Islands or The Isle of Man, although some exceptions exist for insurance claims.

## **DATA PROTECTION NOTICES**

#### White Horse Insurance Ireland dac

White Horse Insurance Ireland dac holds your personal information in accordance with all applicable data protection laws.

To administer **your policy** White Horse Insurance Ireland dac will collect and use information about **you** provided by **you**. This notice applies to anyone acting who is insured under this insurance **policy** and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your policy**; including decision making on provision of insurance cover, underwriting, processing and claims handling. **We** may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third party service providers used by **us** in fulfilling **your** insurance contract.

We may send your personal information in confidence to other companies who provide services to us for processing and storage. This may mean sending information to countries outside of the United Kingdom, European Union or European Economic Area that may not have the same levels of privacy legislation as in the United Kingdom, European Union, or European Economic Area. When we do this, we will ensure that we transfer the data securely and accordingly to regulatory requirement. By buying this insurance policy, you agree to us using your personal information in this way.

You have various rights in relation to personal information that is held by us, including the right to request access to your personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how **we** use **your** data by reviewing **our** full Privacy Policy. **Our** privacy policy is available on **our** website www.whitehorseinsurance.eu.

#### **ALAIB Limited**

We collect and maintain personal data to provide the service detailed within this policy wording. You can obtain more information about how we use your data by reviewing our full Privacy Policy <a href="https://www.ala.co.uk/privacy-policy">https://www.ala.co.uk/privacy-policy</a>. A copy can be obtained by either emailing a request to us at <a href="mailto:customersupport@ala.co.uk">customersupport@ala.co.uk</a> or by writing to Data Protection Officer, ALAIB Limited, Unit 3, Park Farm Courtyard, Easthorpe, Malton, North Yorkshire, YO17 6QX or by calling us on: 01653 916642.

**Your** data will be treated in accordance with **our** Privacy Policy.

#### **Call Assist Limited:**

We collect and maintain personal data in order to provide the service detailed within this policy wording.

## **Full Privacy Policy**

The details provided here are only a summary of how **we** are processing **your** personal data. For **our** full Privacy Policy please follow this link - <a href="https://www.call-assist.co.uk/privacy-policy">https://www.call-assist.co.uk/privacy-policy</a>.

Enquiries in relation to personal data held by **us** should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing <a href="mailto:DPO@call-assist.co.uk">DPO@call-assist.co.uk</a>.

#### Sharing your personal data

We will only share your personal data in the following circumstances:

- 1. it has been authorised by you;
- 2. it is with regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), the Isle of Man Financial Services Authority ("FSA"), and the Financial Services Commission ("FSC");
- 3. it is with fraud prevention and credit reference agencies;
- 4. it is required by law;
- 5. it is being provided to Recovery Operators or other suppliers as required to fulfil **our** contractual and legal obligations in this policy wording. In these circumstances, **your** personal data will be limited to the minimum ordinarily required for service provision. Additionally, these suppliers will only be able to use **your** personal data to provide the specific services described in this policy.

#### Your rights

Under the terms of Data Protection Legislation, you have a number of rights in relation to personal data we hold about you:

- 1. the right to ask for a free copy of any personal data **we** hold about **you**;
- the right to ask for correction of any inaccurate personal data held;
- 3. the right to object to the use of **your** personal data for direct marketing;
- 4. the right to withdraw any permission **you** have previously given to **us** to process **your** personal data;
- 5. the right to complain to the Information Commissioner's Office if you are not satisfied with our use of your personal data;
- 6. the right to ask for **your** personal data to be deleted from **our** system/database. Please note that there are times when **we** will not be able to delete **your** data. This may be as a result of **us** fulfilling **our** legal and regulatory obligations, or where there is a minimum statutory period of time for which **we** have to keep **your** personal data. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Should **you** wish to exercise any of **your** rights under the Data Protection Legislation, please direct **your** enquiry to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX; email <a href="mailto:DPO@call-assist.co.uk">DPO@call-assist.co.uk</a>.

#### Collecting your personal data

We will collect a variety of information about you including your personal data such as your name, address, contact details and date of birth.

We receive your personal data from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

## Using your personal data

The main reason we process your personal data is to manage your policy which may include handling a claim or issuing documentation to you.

We will also use your personal data where we feel there is a justifiable reason for doing so for example: to collect information regarding your past policies; carry out research and analysis (including profiling); and record and monitor calls.

#### Keeping your personal data

Your personal data is considered to be an important asset to us, and as such, we make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure, or destruction.

Measures we take to keep your data secure include, but are not limited to:

- 1. making regular backups of files;
- 2. protecting file servers and workstations with virus scanning software;
- 3. using a system of passwords so that access to data is restricted;
- 4. allowing only authorised staff into certain computer areas;

- 5. using data encryption techniques to code data when in transit;
- 6. ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

#### Use and storage of your personal data

**We** will retain **your** personal data for a maximum of seven years from the end of the insurance relationship with Call Assist Limited, in line with **our** legal and regulatory requirements. In any situation where the retention period is longer, **we** will inform **you** of this.

Where possible, we will anonymise or remove your personal data that is no longer required for the purpose(s) for which it was obtained.

**Your** personal data may be transferred to, stored, or processed outside the European Economic Area ("EEA") - see **our** online Privacy Policy for full details. **We** will not transfer **your** personal data outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where **we** have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

#### **CALL RECORDING**

To help us improve our service, clarify information provided and to assist in detecting and preventing fraud, calls may be recorded.

