



wiggle / INSURANCE

POLICY WORDING

# POLICY WORDING

This document, together with Your application for cover and Schedule forms the policy and should be read as one document. The Schedule contains information about You, Your Bicycle, Your Accessories, the Period of Insurance and the premium.

It is up to You to ensure that the cover You have selected is appropriate for Your needs. We and/or the Administrator cannot advise You on whether this policy meets Your personal objectives, financial situation or needs. If You have any questions regarding this policy or You would like to make changes or additions to this cover, please contact the Administrator on 0330 016 5113 or [contact@cycleinsurance.wiggle.co.uk](mailto:contact@cycleinsurance.wiggle.co.uk)

You must notify Us as soon as possible of any changes which may affect the cover provided and which may have occurred since the cover started. If You do not inform Us of any changes or potential changes, this policy may become invalid and may not provide the cover You require.

Signed for and on behalf of the Insurer



## **JAMES CLAYTON-WRIGHT**

Underwriting Director  
Red Sands Insurance Company (Europe) Limited

# POLICY SUMMARY

The following table provides a summary of the policy features, benefits and any significant limits or exclusions. For full policy details and Our full Terms and Conditions, please read Your Policy Wording from page 8 onwards. Please refer to Your Policy Schedule to confirm Your selected cover type, applicable sections of cover and policy limits, and applicable Excess.

1	<b>THEFT OF YOUR BICYCLE AND/OR ACCESSORIES</b>	
	<b>What is Covered?</b>	<b>What is not Covered?*</b>
	<p>We will replace Your Bicycle and/or Accessories up to the value of the Benefit Limit noted on Your Schedule, if Your Bicycle and/or Accessories are stolen during the Period of Insurance, as follows:</p> <p>If the theft occurs within three years of the original purchase date and Your Bicycle and/or Accessories were purchased new, We will administer Your claim on a New for Old basis up to the Market Value or Benefit Limit, whichever is the lesser;</p> <p><i>OR</i></p> <p>We will replace Your Bicycle and/or Accessories on a like for like basis up to the Market Value or Benefit Limit, whichever is the lesser.</p>	<p>Any theft which is not reported to the police and a crime reference number received.</p> <p>Any theft subject to Abandonment.</p> <p>Any theft where the item is found within 14 days of being stolen.</p> <p>Any theft which occurs outside of the Territorial Limits of England, Scotland, Wales and Northern Ireland, unless Global Travel Cover has been selected and displays as included on your policy schedule.</p> <p>Theft of your bicycle as a result participating in a competition, race, sportive or the likes, unless Active Cover has been selected and displays as included on your policy schedule.</p> <p>Accessories, Components, or removable parts, including batteries, unless Your Bicycle is stolen at the same time.</p> <p>Theft away from Your Home if Your Bicycle was not locked with an Approved Lock to an Immovable Object or kept in a locked vehicle.</p> <p>Theft from Your Home or vehicle unless there is proven forcible or violent entry.</p> <p>Theft from Your Home unless you have complied with the definition of Your Home as stipulated on page 11 and you have complied with Security Condition 1 and/or 3 as stipulated on page 12.</p> <p>Theft away from Your Home unless you have complied with Security Condition 2 as stipulated on page 12.</p> <p>Theft from Your vehicle or Secure Vehicle Rack unless you have complied with Security Condition 4 as stipulated on page 12.</p> <p>Any claim for more than the Market Value or Benefit Limit.</p> <p>Applicable Excess.</p>

(continued)

(continued)

**\*Significant Exclusions or Limitations**

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**ACCIDENTAL DAMAGE TO YOUR BICYCLE AND/OR ACCESSORIES**

	<b>What is Covered?</b>	<b>What is not Covered?*</b>
	<p>In the event of Accidental Damage to Your Bicycle and/or Accidental damage to Your Accessories and where they are beyond normal use thereafter, We will at Our option, repair Your Bicycle and/or Accessories to its prior level of performance and/or replace the damaged part(s) as follows:</p> <p>Where Your Bicycle and/or Accessories were purchased new and are less than three years old at date of the accident, We will replace damaged parts and/or Accessories on a New for Old basis up to the Market Value or Benefit Limit, whichever is the lesser.</p> <p><i>OR</i></p> <p>Where Your Bicycle and/or Accessories are over three years old at date of the Accident We will replace damaged parts and/or Accessories on a like for like basis up to the Market Value or Benefit Limit, whichever is the lesser.</p> <p>Please note if We deem Your Bicycle and/or Accessories to be beyond economic repair, We will replace Your Bicycle and/or Accessories on a like for like basis up to the Market Value or Benefit Limit, whichever is the lesser.</p>	<p>Accessories and Components, including batteries unless Your Bicycle is involved in the same incident.</p> <p>Damage caused in transit unless the Bicycle and/ or Accessories is securely packed in appropriate transportation equipment.</p> <p>Any damage which occurs outside of the Territorial Limits of England, Scotland, Wales and Northern Ireland, unless Global Travel Cover has been selected and displays as included on your policy schedule.</p> <p>Damage caused to Your Bicycle by participating in a competition, race, sportive or the likes, unless Active Cover has been selected and displays as included on your policy schedule.</p> <p>Failure to use or maintain the Bicycle and/or Accessories in accordance with the manufacturer's instructions.</p> <p>Depreciation, deterioration, wear and tear, wet or dry rot, mildew, insect and vermin, domestic pets, mechanical or electrical breakdown, scratching, scuffing or denting or any gradual operating cause.</p> <p>Any claim arising where You and the Bicycle (including Your Bicycle) were not clearly visible through the use of appropriate lighting, reflectors and safety clothing as prescribed by the most recently issued Highway Code section Rules for Cyclists. The Highway Code can be downloaded at <a href="http://www.gov.uk">www.gov.uk</a>.</p> <p>We reserve the right to use specialist repairers/ suppliers for any repair work carried out and for the supply of new and/or re-conditioned parts.</p> <p>Applicable Excess.</p>

\*Significant Exclusions or Limitations

3	PERSONAL ACCIDENT	
	What is Covered?	What is not Covered?*
	<p>If You are riding Your Bicycle and You are killed, injured or become ill as a result of an Accident during the Period of Insurance.</p> <p>(We will pay the appropriate benefit shown in the benefit scale, but We will not pay more than one of the benefits under 5.1.1.1 to 5.1.1.5 in respect of the same Accident as shown in Section 5.1 on page 17.)</p>	<p>Death if this occurs outside of the Period of Insurance.</p> <p>Death if this occurs more than 4 weeks after the date You were injured.</p> <p>Permanent Total Disablement if this occurs outside of the Period of Insurance.</p> <p>Permanent Total Disablement until 52 weeks after the date of the Accident has expired.</p> <p>Temporary Total Disablement.</p> <p>An Accident resulting in a head injury If You were not wearing approved protective headgear manufactured to BS EN 1078 Snell certified, at the time of the Accident.</p> <p>Any pre-existing conditions.</p> <p>Any claim arising where You and the Bicycle (including Your Bicycle) were not clearly visible through the use of appropriate lighting, reflectors and safety clothing as prescribed by the most recently issued Highway Code section Rules for Cyclists. The Highway Code can be downloaded at <a href="http://www.gov.uk">www.gov.uk</a>.</p> <p>Applicable Excess.</p>
4	REPLACEMENT BICYCLE HIRE	
	What is Covered?	What is not Covered?*
	<p>The reasonable cost of the hire of a comparable Bicycle whilst You are awaiting repair or replacement of Your Bicycle, arising from a valid claim under Section 3 or 4 of the policy wording.</p>	<p>Any claim where the hire has not been agreed by Us.</p> <p>Costs of hire in excess of the value of the Bicycle or the repair costs of the Bicycle (whichever is the lesser).</p> <p>Costs of hire which are in excess of the Benefit Limit in any one period of insurance.</p> <p>Applicable Excess.</p>

5	TAXI FARE REIMBURSEMENT	
	What is Covered?	What is not Covered?*
	<p>The reasonable cost of transportation for You and Your Bicycle to the nearest public transport station, Bicycle repair shop or Your Home, whichever is nearer, if Your Bicycle breaks down and cannot be repaired at the breakdown scene.</p>	<p>Recovery outside 30 miles radius of Your Home. Recovery within 1.5 miles of Your Home.</p> <p>Any further costs incurred after You have been transported to the nearest location.</p> <p>Any breakdown as a result of flat tyres or punctures.</p> <p>When there are adequate recovery facilities made available by the event organisers.</p> <p>More than 3 claims in any one period of insurance.</p> <p>Applicable Excess.</p>
6	CANCELLATION	
	<p>Where You elect to cancel Your Policy, a £20 administration fee may be levied.</p>	



## HOW DO YOU MAKE A CLAIM?

*(Please refer to section 12 of the policy wording)*

You can make a claim by contacting the Administrator on 0330 016 5113 or [claims@cycleinsurance.wiggle.co.uk](mailto:claims@cycleinsurance.wiggle.co.uk). This should be done within 30 days of the happening of a claim event.

## WHAT HAPPENS IF I TAKE OUT COVER AND THEN CHANGE MY MIND?

*(Please refer to section 13 of the policy wording)*

You may cancel this policy by contacting the Administrator on 0330 016 5113. If the cancellation is made within 14 days of the start date or the date You receive the policy documents if this is later and provided no claims have been made, We will refund any premium paid.

## HOW DO YOU COMPLAIN?

*(Please refer to section 14 of the policy wording)*

If You are unhappy with the level of service You have received please contact the Administrator on 0330 016 5113.

If You do not receive satisfaction through Our internal procedures, and We have issued You with a final response, You can then refer Your complaint to the Financial Ombudsman Service.

Their address is: Exchange Tower, London, E14 9SR or they can be contacted on 0800 678 1100.

## THE ADMINISTRATOR

Gator Bikesure Limited is the insurance broker and administrator of Wiggle Cycles Insurance. FCA number 710920. The company is registered in England and the registration number is 09492364. The company is an authorised representative of Correlation Risk Partners Limited (CRP). CRP is authorised and regulated by the Financial Conduct Authority. FCA number 439351.

## WHO IS THE INSURER?

This scheme is underwritten by Red Sands Insurance Company (Europe) Limited (Red Sands), registered in Gibraltar under number 87598, registered office at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. Red Sands is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar and is a member of the Financial Services Compensation Scheme (FSCS) and the Association of British Insurers (ABI).

## WOULD I RECEIVE ANY COMPENSATION IF THE INSURER WERE UNABLE TO MEET ITS LIABILITIES?

*(Please refer to section 15 of the policy wording)*

If We are unable to meet Our liabilities, You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100.

## OTHER IMPORTANT INFORMATION

Relevant English law will apply to the policy and the relevant courts of England will have exclusive jurisdiction unless You have asked for another law and We have agreed to this in writing before the Commencement date. In accordance with the Equality Act 2010, We are able to provide, upon request, a textphone facility, audio tapes and large print documentation. Please advise Us if You require any of these services to be provided so that We can communicate in an appropriate manner.

# YOUR POLICY

## SECTION 1 - DEFINITIONS

When interpreting this policy references to the singular include the plural and vice versa and reference to the masculine include the feminine and vice versa. The following words will have the meanings described below wherever they appear in this document.

**Abandonment** means:

- Leaving Your Bicycle in an unlocked vehicle;
- Leaving Your Bicycle unattended in a location other than Your Home where it is not securely locked through the frame along with any quick release wheels to an Immovable Object;
- When You are taking part in an Event, and You leave Your Bicycle and/or Accessories in the relevant transition zone for a period of more than 18 hours;
- Leaving Your Bicycle in any location other than Your Home for more than 18 hours (extended to 24 hours if left at a train station or your permanent place of employment) regardless of how You have secured it.

**Accessories** means the items declared and specified in the Schedule, which may be varied from time to time by informing us of such changes and a new Schedule being issued as confirmation of our agreement.

**Accident** means a sudden, unforeseen and unintended event that happens during the Period of Insurance.

**Accidental Damage** means any sudden and unforeseen damage caused to Your Bicycle that happens during the Period of Insurance.

**Additional Wheelset** means any pair of Bicycle specific wheels that are not Your Primary Wheelset, do not exceed the value listed for Your Bicycle and which may be varied from time to time by informing us of such changes and a new Schedule being issued as confirmation of our agreement.

**Administrator** means the administrator appointed by Us from time to time to carry out the administration of this policy including claims.

**Approved Lock** means any bicycle, motor scooter or motorcycle lock used on Your Bicycle which has been tested and approved by 'Sold Secure' and is the correct rating relevant to the value of Your Bicycle as follows:

- Sold Secure Silver rating if Your Bicycle has an insured value less than £ 999.99;
- Sold Secure Gold rating if Your Bicycle has an insured value greater than £1,000.

**Benefit Limit** means the total value covered under this Policy per each section of coverage.



**Bicycle** means:

- A vehicle or vehicles, insured hereunder, consisting of two wheels held in a frame one behind the other, propelled entirely by human power with pedals and steered with handlebars attached to the front wheel and has no other assisted means of motion and is not subject to the requirements of the Road Traffic Act; or
- If reflected as covered in the schedule as an Electric Bicycle, a vehicle or vehicles, insured hereunder, consisting of two wheels held in a frame one behind the other, propelled by human power with pedals (but assisted by an electric motor of no more than 250 watts maximum power output, such electric motor should not be able to propel the bicycle when it's travelling at more than 15.5 miles per hour) and steered with handlebars attached to the front wheel. The power output or manufacturer of the motor and the battery's voltage or maximum speed of the bike must be displayed.
- Bicycle's that are designed to carry passengers (excluding tandems) are not covered under this policy.

**Bodily Injury** means an injury sustained by You during the Period of Insurance and is caused by an Accident including death or Permanent Total Disablement resulting from the medical or surgical treatment of the sustained injury occurring within 365 days of the date of the Accident.

**Breakdown** means the sudden unforeseen failure of Your Bicycle which precludes Your Bicycle from being used or You and Your Bicycle being involved in an Accident.

**Commencement Date** means the start date of Your policy, as noted on the Schedule, on which cover under this policy starts.

**Components** means functional pieces of equipment declared and specified in the Schedule, in addition to or in replacement of the Manufacturers original specification, attached to Your Bicycle that are core to the operation of Your Bicycle. Including, but not limited to Primary Wheelset all powermeters, handlebars, saddles, pedals, crankset, chains etc. The value of specified Components must be included in Your Bicycle value declared.

**Cosmetic Damage** means physical damage including but not limited to; marks, scratches, dents or damage to Your Bicycle or Components which do not affect the functionality thereof.

**End Date** means the date on which this Policy ends, which will be the earliest of the following:

- The date We replace Your Bicycle if Your Bicycle is stolen; the expiry of the current Period of Insurance;
- If You fail to renew this Policy;
- We choose not to renew this Policy for whatever reason; the date You fail to pay the premium;
- The date You cancel this Policy;
- The date We cancel this Policy for whatever reason.

**Event** means an organised sportive, charity ride, triathlon or similar type of organised activity involving use of Your Bicycle and Accessories.

**Excess** means the amount as noted in Your Schedule and the Policy that is applied to reduce Your claim benefit.

**General Passing Public** means people or persons that are not ordinarily residents in the property covered by the definition of Your Home.

**Immediate Family** means Your parent, brother, sister, son, daughter, spouse, life partner or civil partner.

**Immovable Object** means a solid object made from concrete or steel which is not capable of being removed or undone without specialised equipment and under or over which Your Bicycle cannot be manoeuvred.

**Loss of Limb(s)** means a physical separation of a hand at or above the wrist or of a foot at or above the ankle and

includes total irrecoverable loss of use of hand, foot, arm or leg.

**Market Value** means the price usually paid for a Bicycle of the same age, type and condition as Yours immediately before the loss, theft or damage occurred.

**New for Old** means the cost of a comparable new replacement for Your Bicycle.

**Ordinary Residence** means lawfully entitled to reside in the building.

**Period of Insurance** means a calendar year for which You may pay us the agreed premium annually in advance or monthly on the due date.

**Permanent Total Disablement** means a condition which entirely prevents the insured person from attending to any business or occupation of any and every kind and lasts 12 calendar months and at expiry of that period being beyond hope of improvement.

**Physiotherapy** means physiotherapy sought and obtained for injuries sustained in an Accident within 7 days of such Accident.

**Primary Wheelset** means the highest value Bicycle specific wheelset you own or use on Your Bicycle.

**Privately Accessible** means an area to which access is restricted solely to You and your Immediate Family.

**Private (Non-NHS) Emergency Medical and Dental care** means medical or dental care sought and obtained for injuries sustained in an Accident within 24 hours of such Accident.

**Professional Racing** means partaking in activities with Your Bicycle for which You are or may be remunerated monetarily or in any other form (including but not limited to prize money, gifts, sponsorship and discounted purchases) to a value greater than £5000 in total during the 12 months starting on the policy start date.

**Schedule** means the document that contains important information about You and this policy and forms part of the policy document.

**Secure Vehicle Rack** means a vehicle Bicycle transport rack that has lockable security preventing it from being removed from the vehicle without specialised tools and equipment.

**Temporary Total Disablement** means a condition that prevents You from carrying out all the duties of Your job.

**Territorial Limits** means England, Scotland, Wales and Northern Ireland when you have selected Assist or Essential Cover without the "Global Travel Cover" extension. When you have selected "Global Travel Cover" Territorial Limit is amended to Worldwide, but excludes public liability cover in the USA and Canada.

Please note that where "Global Travel Cover" has been selected, the relevant premium paid and is shown on Your Policy Schedule, cover is extended to an aggregate maximum of 90 days Worldwide excluding USA and Canada during any one Period of Insurance for all sections of Your Policy.

**Transition Area** means a designated area as defined by the organisers of a competitive triathlon or biathlon where you, as the participant, store different kit to be used as you change between disciplines. Bicycle is not required to be locked while in the transition area.

**Unattended** means whenever your entire bicycle is out of your direct line of sight and/or more than five (5) meters away from you.

**We, Our, Us** means Red Sands Insurance Company (Europe) Limited whose registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and is registered in Gibraltar under company registration number 87598.

**You, Your** means the person who must be over the age of 16 and named as the policyholder on the Schedule who is residing in the United Kingdom pursuant to the laws of tax residency.

**Your Home** means Your primary residence, as stated on Your Schedule, where Your Bicycle is normally kept and meets the requirements of one of the following;

- a. A brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof;
- b. A self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof;
- c. A communal area being an area of shared use which is located within the building stated on Your Schedule as Your primary residence but that is not visible from outside the building and/or visible to the General Passing Public and is only accessible by You and persons ordinarily residing within the building
- d. A self-contained lockable private room in the halls of residence in which You reside;
- e. A privately accessed, fully enclosed, outbuilding or garage built of brick, concrete or stone and roofed with slate, tiles or multi layered roof; attached to or within the boundaries of a private house securely locked by a minimum of a 5 lever Mortice or Chubb deadlock to BS3621 standard or a CEN Grade 3 closed shackle padlock and have securely locked windows;
- f. A privately accessed and securely locked wooden shed, within the secured boundaries of Your primary residence provided Your Bicycle is secured therein to an Immovable Object through the frame and any quick release wheels with an Approved Lock;
- g. Any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 30 days during the Period of Insurance, providing the area of the temporary residence You inhabit is self-contained and secured to the same standard as Your primary residence.

If you are unsure what qualifies as Your Home please contact us on 0330 016 5113 to clarify.

**Your Bicycle** means the Bicycle specified on Your Schedule including any Components in use at the time it was stolen or damaged.

This includes Custom Parts, provided the value of these are included in the bicycle insured value as indicated on your policy schedule.

# COVER

In return for payment of the correct premium, We will provide the following cover as outlined in the sections below, subject to the policy terms, conditions and exclusions:

## SECTION 2 – SECURITY CONDITIONS

No.	YOUR BICYCLE'S LOCATION	SECURITY CONDITIONS
1	<b>At Home</b>	<ul style="list-style-type: none"> <li>• You must ensure that when your Bicycle is kept inside Your Home, that Your Home is securely locked whenever it is unoccupied by a minimum 5 lever Mortice or Chubb deadlock in operation on all doors; and securely locked or latched windows.</li> <li>• If your Bicycle is left in a garage or storage area attached to Your Home which can be directly accessed via an external door and/or window, these doors and/or windows must be locked by a minimum 5 lever Mortice or Chubb deadlock in operation on all doors; and securely locked or latched windows. We will not pay any claim for theft of your Bicycle if either the Bicycle itself including all quick release wheels are not locked by an Approved Lock to an Immovable Object or, if any external door and/or window is not locked (or securely latched if the window is not lockable) at the time of the theft/attempted theft.</li> <li>• If your Bicycle is left in an outbuilding on your property (such as a garage or a shed not attached to Your Home), it must be fully enclosed (i.e. with walls and a roof). The walls and doors must be of robust and secure construction and the doors and windows must be securely locked by a minimum 5 lever Mortice or Chubb deadlock in operation on all doors; and securely locked or latched windows.</li> </ul>
2	<b>Away from Home</b>	<p>If your Bicycle is left Unattended while away from Your Home it must be securely locked through the frame of the Bicycle including all quick release wheels to an Immovable Object by an Approved Lock. Unattended means whenever your entire Bicycle is out of your direct line of sight or more than five (5) meters away from you. We will not pay for any claim subject to <b>Abandonment</b>.</p>
3	<b>While kept in/on a Communal Area while at Your Home</b>	<p>The Bicycle must be securely locked through the frame of the Bicycle including all quick release wheels to an Immovable Object by an Approved Lock and must not be visible to the General Passing Public and or visible from outside the building.</p>
4	<b>While in a vehicle or Secure Vehicle Rack</b>	<p>If your bicycle is left unattended while it is in, or attached to, any motor vehicle including while it is in transit or in a Secure Vehicle Rack, it must be:</p> <ul style="list-style-type: none"> <li>• locked inside an enclosed car boot and must not be visible from outside of the vehicle; or</li> <li>• kept inside a securely locked vehicle (without an enclosed car boot) and locked through the frame and any quick release wheels to a secure anchor point by an approved lock; or</li> <li>• locked and secured to a properly fixed Secure Vehicle Rack via the lockable security provision of the rack and a Thatcham approved Alarm must be fitted and active; or</li> <li>• locked and secured through the frame of the bicycle and any quick release wheels to a properly fixed Secure Vehicle Rack with an approved lock and a Thatcham approved Alarm must be fitted and active.</li> </ul> <p>We will not pay any claim for theft of your Bicycle from the Secure Vehicle Rack of Your vehicle between the hours of 21:00-06:00, regardless of how it was secured.</p>

## SECTION 3 – THEFT OF YOUR BICYCLE AND/OR ACCESSORIES

### 3.1 Cover

We will replace Your Bicycle and/or Accessories up to the value of the Benefit Limit noted on Your Schedule, if Your Bicycle and/or Accessories are stolen during the Period of Insurance, as follows:

3.1.1 If the theft occurs within three years of the original purchase date and Your Bicycle and/or Accessories were purchased new, We will administer Your claim on a New for Old basis up to the Market Value or Benefit Limit, whichever is the lesser.

If 3.1.1 does not apply, then:

3.1.2 We will replace Your Bicycle and/or Accessories on a like for like basis up to the Market Value or Benefit Limit, whichever is the lesser.

3.1.3 You must report the theft to the police and obtain a crime reference number. You must provide Us with the crime reference number and contact details of the police station.

### 3.2 Exclusions

3.2.1 Any claims by You for:

- 3.2.1.1 Theft where Your Bicycle and/or Accessories has been subject to Abandonment.
- 3.2.1.2 Theft where Your Bicycle and/or Accessories is found within 14 days of being stolen.
- 3.2.1.3 Theft as a result of any business activity, Your profession, Your occupation or whilst You are working for someone whether You are being paid or not.
- 3.2.1.4 Theft or loss if You or the person looking after Your Bicycle and/or Accessories has voluntarily parted with it, even if tricked into parting with it by a third party, or in circumstances where the Bicycle and/or Accessories loss would not be deemed to have been stolen.
- 3.2.1.5 Accessories or removable parts for example: electric Bicycle battery, GPS Computers, lights etc, unless Your Bicycle is stolen at the same time.
- 3.2.1.6 Your Bicycle and/or Accessories when loaned or hired out by You to any other person.
- 3.2.1.7 Any claim in excess of the Benefit Limit.
- 3.2.1.8 Any Accessories, Components or a Bicycle not specified on the Schedule.
- 3.2.1.9 Any Triathlon claim - Unless the cycle/accessory is stolen from the transition area of an organised competitive triathlon or biathlon; and
  - Active Cover has been purchased by you and this cover is stated in your schedule;
  - You are able to provide proof of participation and/or entry to the event; and
  - Accessories have been specified on your policy schedule.

## 3.2.2 Any claim for:

- 3.2.2.1 Theft from Your Home unless you have complied with Security Condition 1 and/or 3 as stipulated on page 12.
- 3.2.2.2 Theft away from Your Home unless you have complied with Security Condition 2 as stipulated on page 12.
- 3.2.2.3 Theft from Your vehicle unless you have complied with Security Condition 4 as stipulated on page 12.
- 3.2.2.4 Theft from Your Home, where the following are not in operation;
- 5 lever Mortice or Chubb deadlock in operation on all doors; and
  - Securely locked windows.
- 3.2.2.5 Theft from Your Home where it has been unoccupied for longer than 28 consecutive days.
- 3.2.2.6 Theft from Your Home where Your Bicycle and/or Accessories is stored outside Your Home.
- 3.2.2.7 Theft away from Your Home where, regardless of how Your Bicycle and/or Accessories are secured, You leave Your Bicycle and/or Accessories unattended for more than 18 hours (24 hours at a train station or your permanent place of employment).
- 3.2.2.8 Theft away from Your Home where Your Bicycle was not locked through the frame and any quick release wheels with an Approved Lock to an Immovable Object.
- 3.2.2.9 Theft of Your Bicycle and/or Accessories from a vehicle unless Your Bicycle is:
- Locked inside an enclosed car boot and Your Bicycle is not be visible from outside of the vehicle; or
  - Kept inside a securely locked vehicle (without an enclosed car boot) and locked through the frame and any quick release wheels to a secure anchor point by an Approved Lock; or
  - Locked and secured to a properly fixed Secure Vehicle Rack via the lockable security provision of the Secure Vehicle Rack and a Thatcham approved Alarm was fitted and active; or
  - Locked and secured through the frame of the bicycle to a properly fixed Secure Vehicle Rack with an Approved Lock and a Thatcham approved Alarm was fitted and active.
- 3.2.2.10 Theft unless there is proven forcible or violent entry to Your Home or the vehicle where the Bicycle and/or Accessories was kept and the specific conditions of Section 3.2.2 have been met.
- 3.2.2.11 Using Your Bicycle and/or Accessories outside the Territorial Limits unless the Global Travel Option has been selected.
- 3.2.2.12 Theft of Your Bicycle and/or Accessories while in transit where such event has not been reported to the carrier and the requisite reports obtained therefrom.
- 3.2.2.13 Theft of Your Bicycle and/or Accessories from the Secure Vehicle Rack of Your vehicle between the hours of 21:00-06:00 regardless of how it was secured.



3.2.3 The Applicable Excess.

3.2.4 If the total of all claims made under this section of the policy during the Period of Insurance are in excess of Your Bike value and/or specified Accessories.

### **3.3 Specific Conditions**

3.3.1 You must report the loss of Your Bicycle and/or Accessories to the local police immediately on discovery of the loss or theft and provide Us with the crime reference number.

3.3.2 You must provide original evidence of Your ownership of Your Bicycle and/or Accessories when You submit a claim including the original purchase receipt or similar proof of purchase.

3.3.3 Where applicable You must provide the key and evidence of purchase for Your Approved Lock.

## **SECTION 4 – ACCIDENTAL DAMAGE TO YOUR BICYCLE AND/OR ACCESSORIES**

### **4.1 Cover**

In the event of Accidental damage to Your Bicycle and/or Accidental damage to Your Accessories and Where they are beyond normal use thereafter, We will at Our option, repair Your Bicycle and/or Accessories to its prior level of performance and/or replace the damaged part(s) as follows:

4.1.1 Where Your Bicycle and/or Accessories were purchased new and are less than three years old at date of the accident, We will replace damaged parts/Accessories on a New for Old basis up to the Market Value or Benefit Limit, whichever is the lesser.

If 4.1.1 does not apply, then:

4.1.2 Where Your Bicycle and/or Accessories are over three years old at date of the accident We will replace damaged parts/Accessories on a like for like basis up to the Market Value or Benefit Limit, whichever is the lesser.

4.1.3 If We deem Your Bicycle and/or Accessories to be beyond economic repair, We will replace Your Bicycle and/or Accessories on a like for like basis up to the Market Value or Benefit Limit, whichever is the lesser.

4.1.4 We reserve the right to use specialist repairers/suppliers for any repair work carried out and for the supply of new and/or re-conditioned parts.

## 4.2 Exclusions

### 4.2.1 Any claim for:

- 4.2.1.1 Accessories and Components, including batteries unless Your Bicycle is involved in the same incident.
- 4.2.1.2 Your Bicycle and/or Accessories whilst being used on loan by another person or for hire, reward, courier services or the carriage of paying passengers.
- 4.2.1.3 Structural and latent defects, faulty or defective design, materials or workmanship including mechanical breakdown. Repairing, restoring, renovating, cleaning or dyeing.
- 4.2.1.4 The failure to use or maintain the Bicycle and/or Accessories in accordance with the manufacturer's instructions.
- 4.2.1.5 Depreciation, deterioration, wear and tear, wet or dry rot, mildew, atmospheric conditions, frost, insect and vermin, domestic pets, mechanical or electrical breakdown, scratching, scuffing or denting or any gradual operating cause.
- 4.2.1.6 Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour of finish, dust, chemical action or reaction.
- 4.2.1.7 Using Your Bicycle and/or Accessories for professional racing or beyond the manufacturer's specification.
- 4.2.1.8 Using Your Bicycle and/or Accessories in competition unless the Active cover option is selected.
- 4.2.1.9 Cosmetic damage that does not impede the use of Your Bicycle and/or Accessories.
- 4.2.1.10 Damage caused in transit unless Your Bicycle and/or Accessories is securely packed in appropriate transportation equipment that fully encloses and protects Your Bicycle and/or Accessories in its entirety.
- 4.2.1.11 Accidental Damage following Abandonment.
- 4.2.1.12 Using Your Bicycle and/or Accessories outside the Territorial Limits unless the Global Travel option is selected.
- 4.2.1.13 Any claim arising where You and the Bicycle (including Your Bicycle) were not clearly visible through the use of appropriate lighting, reflectors and safety clothing as prescribed by the most recently issued Highway Code section Rules for Cyclists. The Highway Code can be downloaded at [www.gov.uk](http://www.gov.uk).
- 4.2.1.14 The value greater than the Purchase Price or Market Value.
- 4.2.1.15 The total of all claims made under this section of the policy during the Period of Insurance are in excess of Your Bike value and/or specified Accessories.
- 4.2.1.16 Damage caused through any process of cleaning, repairing or altering Your Bicycle or Accessories.
- 4.2.1.17 Any crushing, cracking or deformation arising from tightening or clamping Your Bicycle or any part or Accessory thereon.

4.2.1.18 Damage to Your Bicycle and/or Accessories while in transit (if relevant cover selected under this policy) where such event has not been reported to the carrier and the requisite reports obtained therefrom.

4.2.1.19 Damage to an item of Accessories or Bicycle not specified on the Schedule.

4.2.2 The applicable Excess.

### 4.3 Specific Conditions

4.3.1 You must provide original evidence of Your ownership of the Bicycle and/or Accessories when You submit a claim including the original purchase receipt or similar proof of purchase.

4.3.2 In order to adjudicate a claim, We reserve the right to have a suitably qualified expert inspect Your Bicycle and/or Accessories.

## SECTION 5 – PERSONAL ACCIDENT COVER

### 5.1 Cover

If You are riding a Bicycle and You are killed, injured or become ill as a result of an Accident during the Period of Insurance, We will pay the appropriate benefit shown in the benefit scale below, but We will not pay more than one of the benefits under 5.1.1.1 to 5.1.1.5 in respect of the same Accident.

#### 5.1.1 Benefit Scale

5.1.1.1	Death	£10,000
5.1.1.2	Permanent blindness in one or both eyes	£10,000
5.2.1.3	Loss of Limb	£10,000
5.1.1.4	Permanent Total Disablement	£10,000
5.1.1.5	Private (Non-NHS) Emergency Medical, Physiotherapy and Dental care	£300

### 5.2 Exclusions

The following are excluded from cover:

#### 5.2.1 Any claims by You for:

- 5.2.1.1 More than one of the benefits listed above in items 5.1.1.1 to 5.1.1.5 during the Period of Insurance.
- 5.2.1.2 Death if this occurs outside the Period of Insurance.
- 5.2.1.3 Death if this occurs more than 4 weeks after the date You were injured.
- 5.2.1.4 Permanent Total Disablement if this occurs outside the Period of Insurance.
- 5.2.1.5 Permanent Total Disablement until 52 weeks after the date of the Accident.

- 5.2.1.6 Temporary Total Disablement.
- 5.2.1.7 An Accident resulting in a head injury If You were not wearing approved protective headgear manufactured to BS EN 1078 Snell certified, at the time of the Accident.
- 5.2.2 Any claims if:
  - 5.2.2.1 You are under 16 years old or over 85 years old.
  - 5.2.2.2 The Accident did not involve the use of a Bicycle (including Your Bicycle).
  - 5.2.2.3 It relates directly or indirectly from stress, trauma or psychiatric illness.
- 5.2.3 Any claims if the Accident was as a result of:
  - 5.2.3.1 Any business activity, Your profession, Your occupation or whilst You are working for someone whether You are being paid or not.
  - 5.2.3.2 Use of a Bicycle (including Your Bicycle) beyond the manufacturer's specifications and Your own competence.
  - 5.2.3.3 Using a Bicycle (including Your Bicycle) for Professional Racing.
  - 5.2.3.4 Using a Bicycle (including Your Bicycle) for competitions unless the Active option has been selected.
  - 5.2.3.5 Using a Bicycle (including Your Bicycle) for hire, reward, courier services or the carriage of paying passengers.
  - 5.2.3.6 Being under the influence of drugs (unless it was under the proper medical supervision and not to treat any drug addiction) or alcohol, or if there is evidence of suicide, self-injury or intentional self-harm.
  - 5.2.3.7 Deliberately exposing yourself to exceptional danger, unless it was an attempt to save someone's life.
  - 5.2.3.8 Using a Bicycle (including Your Bicycle) outside the Territorial Limits unless the Global Travel option has been selected.
  - 5.2.3.9 A criminal act.
- 5.2.4 Any pre-existing conditions.
- 5.2.5 The applicable Excess.

### **5.3 Specific Conditions**

- 5.3.1 If You are injured, You must seek medical attention as soon as possible.
- 5.3.2 We reserve the right to have a suitably qualified professional examine Your condition at regular intervals.
- 5.3.3 Where the result of the Accident has been made worse because of a pre-existing injury, condition or illness You had before the Accident, the benefit amount will be based on what We consider would have been reasonable should the existing injury or condition not have been present.

5.3.4 In the event of a claim, We may need to access Your medical records – by accepting this insurance, You agree that We may contact Your doctor or health practitioner or professional to discuss Your medical history as required.

## SECTION 6 – PUBLIC LIABILITY

### 6.1 Cover

6.1.1 We will pay up to the maximum Benefit Limit as noted on the Schedule in respect of:

6.1.1.1 Compensation and the Claimant's costs and expenses and/or;

6.1.1.2 The legal cost and expenses of defending a claim made against You under this Section.

For claims made against You for death, accidental bodily injury, disease, loss of property or damage to property arising from one event or all events of a series consequent on one original cause happening during the Period of Insurance and caused by You when riding any Bicycle (including Your Bicycle) within the Territorial Limits only.

### 6.2 Exclusions

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

6.2.1.1 Death, accidental bodily injury, disease, loss of property or damage to property sustained in connection with Your carrying on of any trade, business or profession or the use of a Bicycle (including Your Bicycle) for hire or reward, courier services or the carriage of paying passengers.

6.2.1.2 Death, bodily injury or disease to You, any person handling a Bicycle (including Your Bicycle) with Your permission or consent, any person that lives with You, any member of Your Immediate Family, Your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with You, guest, employer or any person with whom You have a contractual or business relationship, any member of the same club, group or association to which You belong where existing insurance covers are in place, any other participant or competitor in the same event as You where existing insurance covers are in place.

6.2.1.3 Loss or damage to any property owned, held in trust, in the charge of or under Your control, any person handling a Bicycle (including Your Bicycle) with Your permission and consent, any person that lives with You, any member of Your Immediate Family, Your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with You, guest, employer or any person with whom You have a contractual or business relationship.

6.2.1.4 Pollution or contamination of water, buildings or structures, land or the atmosphere and death, bodily injury, disease, loss of property or damage to property caused by such pollution or contamination other than if caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time.

- 6.2.1.5 Use of a Bicycle (including Your Bicycle) beyond the manufacturers design and Your own competence.
- 6.2.1.6 You are not covered for:
- Any liability to another cyclist or their property arising from an accident whilst you are participating in an organised race or cycling event, including but not limited to a social group or club event.
  - Any liability to another cyclist or their property arising from an accident whilst cycling in formation, in a group or peloton, or otherwise in circumstances where another cyclist / cyclists follows behind you or next to you.
- 6.2.1.7 Any event which results from Your deliberate act or omission and which could reasonably have been expected by You having regards to the nature and circumstances of such act or omission.
- 6.2.1.8 Any liability not involving the use of a Bicycle (including Your Bicycle); using a Bicycle (including Your Bicycle) for Professional Racing.
- 6.2.1.9 Being under the age of 16 or over the age of 85.
- 6.2.1.10 Death, bodily injury, disease, loss or damage to property as a result of any person handling a Bicycle (including Your Bicycle) without Your permission or consent.
- 6.2.1.11 Liability created by an agreement, which would not have existed in the absence of the agreement.
- 6.2.1.12 Punitive, exemplary or aggravated damages that have been awarded against You; any act of terrorism.
- 6.2.1.13 Any liability arising out of using a Bicycle (including Your Bicycle) in the USA or Canada.
- 6.2.1.14 Any claim arising where You and the Bicycle (including Your Bicycle) were not clearly visible through the use of appropriate lighting, reflectors and safety clothing as prescribed by the most recently issued Highway Code section Rules for Cyclists. The Highway Code can be downloaded at [www.gov.uk](http://www.gov.uk).
- 6.2.1.15 The applicable Excess.

### 6.3 Specific Conditions

- 6.3.1 You must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
- 6.3.2 You must inform Us immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings.
- 6.3.3 You must send Us all correspondence and documentation You receive without replying to it.
- 6.3.4 You must allow Us to take over and conduct in Your name the defence or settlement of any claim for Our own benefit.
- 6.3.5 You must allow Us to institute proceedings in Our name, at Our own expense and for Our own benefit, to recover compensation or secure an indemnity from any third party and provide Us with all information and assistance as We may require.
- 6.3.6 For any claim or series of claims We may at any time pay You the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for thereafter.
- 6.3.7 We will have no further liability in respect of the claim(s) except for the third party's costs and expenses incurred up to the date of payment, up to the limit of the indemnity noted on the Schedule.



## SECTION 7 – REPLACEMENT BICYCLE HIRE

### 7.1 Cover

7.1.1 We will cover You for a replacement Bicycle whilst You are awaiting repair or replacement of Your Bicycle, arising from a valid claim under Section 3 or 4 of this policy.

### 7.2 Exclusions

7.2.1 Any claim for:

7.2.1.1 Hire which has not been agreed by Us.

7.2.1.2 Hire where the costs to Us thereof are in excess of the value of Your Bicycle or the repair costs of Your Bicycle (whichever is the lesser).

7.2.1.3 Hire where the costs thereof to Us are in excess of the Benefit Limit in any one Period of Insurance.

7.2.2 The applicable Excess.

## SECTION 8 – TAXI FARE REIMBURSEMENT

### 8.1 Cover

8.1.1 We will reimburse You up to the Benefit Limit as noted on Your Schedule for the reasonable costs of transportation for You and Your Bicycle to the nearest public transport station, bicycle repair shop or Your Home, whichever is nearer, if Your Bicycle suffers a breakdown and cannot be repaired at the breakdown scene.

### 8.2 Exclusions

8.2.1 Any claim for:

8.2.1.1 Recovery outside 30 miles radius of Your Home.

8.2.1.2 Recovery within 1.5 miles of Your Home.

8.2.1.3 Any further costs incurred after You have been transported to the nearest location.

8.2.1.4 Any breakdown as a result of flat tyres or punctures.

8.2.2 The applicable Excess.

8.2.3 More than three claims in any one period of insurance.

8.2.4 Whilst Your Bicycle is being used in a situation where adequate recovery facilities are provided.

## SECTION 9 – GENERAL EXCLUSIONS

You are not covered for and will not receive any benefit in respect of:

- 9.1 Any Bicycle, Components and/or Accessories not specified on Your Schedule.
- 9.2 Any Bicycle, Components and/or Accessories where proof of ownership has not been provided.
- 9.3 Electric Bicycle unless specified as covered on Your Policy Schedule.
- 9.4 Any claim if the premium has not been received by Us.
- 9.5 Any claim arising from using Your Bicycle and/or Accessories in any trade, profession or business.
- 9.6 Any claim in excess of the Benefit Limit, Purchase Price or Market Value (whichever is the lessor).
- 9.7 Any claim value associated with supplying a Bicycle, Components and/or Accessories outside the UK, when available in the UK, or delivery is required to an address outside the UK.
- 9.8 Any direct or indirect losses arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated.
- 9.9 Any losses that are not directly associated with the incident that caused You to claim, unless expressly stated in this Policy.
- 9.10 Any act of dishonesty, fraud or deception by You or anyone acting on Your behalf.
- 9.11 Any loss or damage caused when anyone other than the policyholder is using the insured Bicycle and/or Accessories.
- 9.12 Loss or damage caused by or arising from an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any sector of the public in fear resulting directly or indirectly from or in connection with the release of nuclear, biological, chemical or radiological agents.
- 9.13 Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war is declared or not); civil war, rebellion, revolution or insurrection, riot, civil commotion, loot or pillage in connection with this, strikes or lock-outs; military power or coup; nuclear or radioactive escape, accident, explosion, waste or contamination; aircraft or other aerial devices.
- 9.14 any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by:
  - 9.14.1 An epidemic, pandemic or other such health warning, and declared as such by the Ministry of Health and/or the World Health Organisation.
  - 9.14.2 Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring.
  - 9.14.3 Any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.

- 9.15 Any liability arising out of using a Bicycle (including Your Bicycle) in the USA or Canada.
- 9.16 Any loss, damage or theft of Your Bicycle and/or Accessories arising from any modification to Your Bicycle or Accessories using non-standard or non-advised components or processes.

If We allege that, by reason of this exclusion, any claim is not covered by this policy the burden of proving the contrary shall be Your responsibility.

## SECTION 10 – GENERAL CONDITIONS

- 10.1 If You default on any premium payment, We reserve the right to charge an administration fee of up to £10.
- 10.2 If any loss, damage or liability is insured by any other policy including 3rd party policies (or would be insured if this policy did not exist) We will not be liable for the whole claim. We will only pay anything over the amount which should have been paid under that policy (or policies) regardless of whether actual payment has been made under such policy.
- 10.3 You must observe and fulfil all the terms, conditions and endorsements of this policy otherwise We will not be liable under the policy.
- 10.4 You must not misstate, omit or conceal a material fact at proposal or during the lifetime of Your Policy, failure to do so may result in Your Policy being rendered void and no return of the premium will be refunded.
- 10.5 If at the time of an event giving rise to a claim under this policy, there is any other insurance policy in Your name which is in force and which provides cover for the same expense, loss, damage or liability then We will only be liable for Our proportionate value of the claim, such proportion being determined by reference to the cover provided under each of the relevant policies.
- 10.6 This policy does not cover using Your Bicycle and/or Accessories in any trade, profession or business.
- 10.7 You must take all steps to prevent and minimise any loss or damage and keep Your Bicycle in a good state of repair and roadworthy condition. You must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory or government authority.
- 10.8 You must notify us as soon as possible of any change in circumstances relevant to this policy, including change of address. Failure to do so may invalidate this policy. We reserve the right to alter the terms of this policy immediately after We are notified of such changes.
- 10.9 You must always take reasonable steps to prevent or minimise any loss or damage.

## SECTION 11 - CLAIMS AND OUR CLAIMS PROCEDURE

- 11.1 As to Sections 3 & 4 it is Your responsibility to prove the value of Your Bicycle and/or Accessories. We reserve the right to set the relevant Market Value by reference to experts or the value determinable by a review of similar Bicycles and/or Accessories for sale in the open market.
- 11.2 For a claim under Section 5 Personal Accident Cover You must allow Us access to Your medical records should We require these in order to assess Your claim.
- 11.3 Where We honour Your claim, We reserve the right to take possession of the damaged or stolen Bicycle, Components and/or Accessories as relevant (in the event that the bike is recovered within 14 days of the theft).
- 11.4 We will not pay any costs that have not been specifically agreed by us.

## SECTION 12 - HOW TO CLAIM

- 12.1 In the event of a claim under this policy, You must contact the Administrator within 30 days of the happening of a claim event:

12.1.1 Contact by telephone on 0330 016 5113 or via email on [claims@cycleinsurance.wiggle.co.uk](mailto:claims@cycleinsurance.wiggle.co.uk)

Full instructions will be provided. You must co-operate fully and truthfully with the Administrator and provide any information they may need.

## SECTION 13 - CANCELLATION

- 13.1 You may within 14 days of the Commencement Date, cancel this policy by contacting the Administrator. If You cancel within this period, You will be entitled to a refund of any premiums paid provided that no claim has been submitted.
- 13.2 After the expiry of the 14-day period referred to above and subject to no claim pending, You may cancel this policy by requesting the Administrator to do so. Where a claim has been paid, no refunds will be made. Subject to the aforementioned, where you have paid annually in advance, We will calculate the premium for the period You have been insured and refund any balance. A £20 administration fee may be charged and will be due and payable by You.
- 13.3 We may cancel this policy at any time by sending 30 days' written notice to You by recorded delivery to Your last known address. Where you have paid annually in advance, We will calculate the premium for the period You have been insured and refund any balance. If a claim has been submitted or is pending, We will not refund any premium.

## SECTION 14 - ENQUIRIES OR COMPLAINTS

14.1 We aim to provide a high level of service and to pay claims fairly and promptly, and if You have an enquiry or complaint regarding this policy or a claim, You should first contact the Administrator on 0330 016 5113.

Please quote Your policy or claim number in all correspondence.

14.2 In the unlikely event that You do not receive satisfaction through Our internal procedures, and We have issued You with a final response, You can refer Your complaint to the Financial Ombudsman Service. Their address is: Exchange Tower, London, E14 9SR or they can be contacted on 0800 678 1100. Please note that You have 6 months from the date of Our final response in which to refer the matter to the Financial Ombudsman Service. Referral to the Financial Ombudsman Service does not affect Your right to take legal action against Us.

## SECTION 15 - OTHER IMPORTANT INFORMATION

### ABOUT THE INSURER

Red Sands Insurance Company (Europe) Limited ("Red Sands") is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme. Red Sands Insurance Company (Europe) Limited is registered in Gibraltar under company number 87598 and their registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. As the underwriter Red Sands is responsible for this policy document.

### CHANGES TO THE POLICY

We reserve the right to decline any insurance risk or to change the premium and the terms quoted.

### AUTOMATIC RENEWAL

At the end of each Period of Insurance We will advise You about any changes to the premium and/ or policy terms and conditions. As this is a monthly contract, which runs for 12 consecutive months, the policy will automatically continue for each Period of Insurance and We will continue to take payments unless You tell the Administrator otherwise.

### ANTI-FRAUD AND THEFT REGISTERS

We may pass information to various anti-fraud and theft registers. The aim is to help insurers check the information provided and to prevent fraudulent claims. When Your request for insurance is considered, these registers may be searched. When You tell Us or the Administrator about an Event, the information relating to the Event will be passed on to the registers. It is a condition of this policy that You inform Us or the Administrator about an event, whether or not it gives rise to a claim.

## LANGUAGE

All communication between You and Us will be conducted in English.

## FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We cannot meet Our obligations. Further information about compensation arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100.

## FRAUD

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

- Makes a claim under the policy knowing the claim to be false or exaggerated in any way; or makes a statement in support of a claim knowing the statement to be false in any way; or
- Makes a statement, false or otherwise, with the intention of manipulating the outcome or resolution of the claim; or
- Sends Us or the Administrator any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- Makes a claim for any loss caused by Your deliberate act or with Your agreement.

then We :

- Will not pay the claim;
- Will be entitled upon service of notice to declare the policy terminated;
- Will be entitled to recover from You the amount of any sums paid in respect of that claim; will be entitled upon service of notice, to retain all Your premiums;
- May let the police know about the circumstances.

## MATERIAL INFORMATION

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore, you should ensure that any information you have provided to us and the content of any application form, declaration and/or statement of fact is accurate and complete and that you have answered all questions honestly and accurately. Where you have provided us with information which relates to matters of your expectation or belief, it does not matter if such information turns out to be inaccurate provided that you acted in good faith when you provided us with such information. If you do not comply with your duty to make a fair presentation of the risk, your policy may not be valid, or the policy may not cover you fully or at all.

You must notify Us as soon as possible if there are any changes to the information provided by You. Under English law, it is an offence to make any false statements in order to obtain insurance cover.

## OTHER IMPORTANT INFORMATION

Relevant English law will apply to the policy and the relevant courts of England will have exclusive jurisdiction unless You have asked for another law and We have agreed to this in writing before the Commencement date.



In accordance with the Equality Act 2010 We are able to provide, upon request, a textphone facility, audio tapes and large print documentation. Please advise Us if You require any of these services to be provided so that We can communicate in an appropriate manner.

## PRIVACY AND DATA PROTECTION NOTICE

We are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). This notice sets out the basis on which We will process any personal data that We collect from You, or that You provide to Us. For the purposes of the Legislation, Red Sands Insurance Company (Europe) Limited will qualify as the Data Controller in relation to any personal data You supply to Us.

Below is a summary of the main ways in which We process your personal data, to see our full Privacy Policy please visit our website at <http://www.redsands.gi>.

### Our Privacy Principles:

When we collect and use your personal information, it is kept no longer than is necessary, we ensure we look after it properly and use it in accordance with our privacy principles, we keep it safe and will never sell it.

### Information we may collect or receive about you:

We may collect and process personal data that you provide directly to us by filling in forms, sending emails, over the phone or that we receive via third parties such as our partners.

### How we use your Information:

For the purposes of providing insurance, handling claims, research or statistical purposes and any other related purposes. We will also use your data to safeguard against fraud, money laundering and to meet general legal or regulatory obligations.

### Disclosure of Personal Data:

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf, these include reinsurers, legal advisors, regulatory authorities and as may be required by law.

### International Transfer of Data:

We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely, and in accordance with our privacy notice and the Legislation.

### Your Rights:

You have the right to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

If you have any questions concerning our use of your personal data, please contact Red Sands Insurance Company (Europe) Limited, Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar, GX11 1AA.