

CYCLE INSURANCE POLICY

1 April 2011 – 31 March 2012

CYCLE INSURANCE arranged by **ETA Services Ltd** with UK General a trading name of UK Underwriting Limited on behalf of Ageas Insurance Limited, registered in England No.354568. Registered office: Ageas House, Tollgate, Eastleigh SO53 3YA.

ETA Services Ltd, UK Underwriting Limited, and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

ETA cycle insurance cover is attached to the nominated **pedal cycle**.

Public liability and personal accident benefits are only payable to or on behalf of the person using the cycle at the time an incident covered by this policy occurs.

In addition to this public liability shall also be extended to the policy holder using any bicycle with the owner's consent.

Cycle insurance includes cycle rescue, which is only valid if the member is in possession of secure photographic identification.

GENERAL DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy:

1. **Abandonment** means being left in a location to which the public has access for more than 12 hours at any one time or 24 hours in respect of cycles left at train stations, provided **you** have complied with all the security requirements laid out in this policy.

2. **Accidental Damage** means damage caused accidentally by violent and external means including vandalism.

3. **Administrator / ETA** means ETA Services Ltd, 68 High Street, Weybridge KT13 8RS.

4. **Approved Lock** means

a) a nominated lock from the appropriate category of the Sold Secure website www.soldsecure.com (cycles that have a value of less than £250 require a Bronze rated lock, cycles that have a value of less than £1500 require a Silver rated lock and cycles that have a value exceeding £1500 require a Gold rated lock); or

b) any other specified lock accepted by us and specified in an **endorsement**.

5. **Britain** means Great Britain and Northern Ireland, the Channel Isles and the Isle of Man.

6. A **building** is deemed to be

a) a brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof

b) a privately accessed brick, concrete or stone built outbuilding or garage with a slate, tiled, corrugated steel, asbestos or multi layered roof, attached to or within the boundaries of a private house

c) a self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof

d) a self-contained lockable private room in the halls of residence in which You reside

e) a communal hallway of a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof within the building in which You reside

f) a brick concrete or stone communal outbuilding of standard construction with a slate, tiled, corrugated steel, asbestos or multi layered roof within the boundaries of the building in which You reside

g) a privately accessed wooden or shed within the boundaries of the property in which You normally reside

7. **Corporate Member** means a registered business that has taken out corporate membership of the **ETA**. For these members, the following policy sections do not apply: Section B – Personal Accident and Section C – Personal Liability.

8. **Endorsement** means any terms and conditions additional to this certificate of insurance and specified on **your ETA** customer statement.

9. **Europe** means geographical Europe, all countries having a Mediterranean shoreline, Canary Isles, Madeira and Jordan (Europe does not include Azerbaijan, Armenia or Georgia which are in Asia).

10. **Evidence of ownership** means original purchase receipt, showing the date, price paid, details of the **pedal cycle** and **approved lock** name and address of seller, or other evidence, which clearly demonstrates ownership or a valuation from a VAT registered cycle shop.

11. **Family** means parents, spouse, partner, son, daughter or siblings (aged 16 years or over).

12. **Forcible and Violent Entry** means

a) entry evidenced by visible damage to the fabric of the **building** at the point of entry;

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

13. **Immovable Object** means



green reliable
travel services

- a) any solid object fixed in or on to concrete or stone, which is not capable of being undone, removed with, or lifted under/over the **pedal cycle**;
- b) a properly fixed motor vehicle rack or properly fixed vehicle bicycle rack;
- c) at train stations, a bicycle rack supplied by the train station expressly for the purpose of securing bikes, and within the jurisdiction of the transport police.
14. **Pedal Cycle** means any bicycle, adult tricycle or tandem, including component parts and accessories permanently fixed to the **pedal cycle**, specified in the schedule which is **your** property, or for which **you** are legally responsible, normally kept at the address described in the schedule. This definition shall be extended to include any mechanically or electronically assisted bicycle weighing less than 60kg and with an output not exceeding 250w/15.5mph.
15. **Period of Insurance** means the period specified on **your ETA** customer statement from the date of acceptance by **us** of the insurance, provided that the appropriate premium has been paid.
16. **We/Our/Us/Insurers** means UK Underwriting Ltd on behalf of Ageas Insurance Limited.
17. **You/Your** means the **ETA** member as detailed on your **ETA** customer statement and any person using the **pedal cycle** with their consent.
- Loss or damage caused by depreciation in value, wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical breakdown, scratching, misuse, or atmospheric or climatic conditions.
 - Loss or damage caused by insects, vermin, fungus, domestic pet or any gradually operating cause.
 - Theft or attempted theft of the **pedal cycle(s)** whilst left unattended in a public place at any time unless:
 - the **pedal cycle** is secured by an **approved lock** attached to an **immovable object**, or;
 - it is locked in a **building/vehicle** where theft is occasioned by a **forcible or violent entry**. In this instance, the **pedal cycle** must be stored out of sight.
 - Loss or damage occurring whilst in the custody of an airline or courier unless;
 - a receipt has been obtained from the airline/carrier for the period of transportation confirming their acceptance of responsibility for the **pedal cycle**, and;
 - you** have complied with the carrier's terms and conditions and packaging/storage requirements.
 - Loss or damage to tyres or accessories unless the accessories are permanently fixed to the **pedal cycle** and the **pedal cycle(s)** are lost or damaged at the same time.
 - Loss or damage by confiscation or detention by customs or other authorised officials.
 - Damage to tyres by application of brakes or by road punctures, cuts or bursts.
 - Claims where the **pedal cycle** has a value of more than £4,000 inclusive of any extra accessories.
 - Theft following **abandonment**.
 - Theft by a person or persons to whom the **pedal cycle** is entrusted.
 - Claims where the sum insured is less than the replacement value of the **pedal cycle** inclusive of any extra accessories. Note: The purpose of this exclusion is to prevent **pedal cycles** from being part/under-insured. If the **pedal cycle** were found to be under-insured **we** may only meet the claim, less excess, to the same proportion as the **pedal cycle** was covered. For example, a cycle, which is only insured for half its value will

only receive half the loss less any excess. It is **your** responsibility to ensure that your **pedal cycle** is insured for its current replacement value as this may increase or decrease over time.

- Claims where the **pedal cycle** has been left unattended for more than twelve hours at any one time in a location to which the public has access or for more than 24 hours in a train station.

Claims Excess Applicable to Section A

The excess applicable to claims under this section shall be 5% of the value claimed with a minimum excess of £25.

Basis of Claim Settlement

We will pay the cost of repair or pay the cost of replacement as new or at **our** discretion will arrange for repair or replacement to be effected. **Our** liability shall not exceed the sums insured detailed on **your ETA** customer statement less any excess as indicated under the claims excess applicable to Section A. In the event of partial loss the sum insured will be reinstated automatically other than in the case of total loss or destruction where all cover ceases. When making a claim, you will need to produce evidence of the value of the cycle in the form of an original purchase receipt or valuation certificate. In addition, we will reimburse the hire costs of a replacement **pedal cycle** whilst **your** own **pedal cycle** is being repaired or replaced up to a maximum value of £250. This benefit can only be claimed as part of a claim for repair or replacement of the insured **pedal cycle**.

Section B - Personal Accident

Within **Britain/Europe** (not worldwide) **we** will pay the amount shown below if at any time whilst **you** are using a **pedal cycle**, **you** are involved in an accident, which shall solely and independently of any other cause, cause bodily injury which results in **your** death, loss of limb, loss of sight or permanent disablement. The amounts **we** will pay under this section are:

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

Benefit under this section shall be payable to **you** and **your** nominees, and shall be

DETAILS OF COVER

Section A - Pedal Cycles

This section indemnifies **you** against theft, accidental loss or **accidental damage to pedal cycle(s)** including racing, pacemaking, time or reliability trials or whilst practising for any of them as specified on **your ETA** customer statement, occurring within the geographical limits of **Britain**, including a period not exceeding ninety days during any one **period of insurance in Europe** and sixty days worldwide.

Special Exclusions Applicable to Section A

This section does not cover:

limited to a maximum of £20,000 per person. Benefit under this section is not available to **ETA corporate members**.

Special Exclusions applicable to Section B

This section does not cover:

1. **You** when aged under 16 or over 85.
2. **You** for permanent total disablement benefit when over 65.
3. Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or **your** own criminal act.
4. When directly or indirectly resulting from stress, trauma or psychiatric illness.
5. Any benefit when **your** death, injury or loss does not occur within 180 days of the accident or personal liability of whatsoever nature, directly or indirectly cause, contributed.
6. Any benefit when **you** cannot prove to **us** that the permanent total disablement has continued for twelve months from the date of the accident and in all probability will continue for the remainder of **your** life.
7. More than one benefit under this section.
8. Any accident not involving the use of a **pedal cycle**.

Section C - Personal Liability

Within **Britain** we will become legally liable to pay for accidental bodily injury, death, or **accidental damage** to any person or **accidental damage** to third party property, which arise from **your** use of any **pedal cycle** providing **you** are legally resident in **Britain**. The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent in connection with any liability insured under this certificate of insurance. The maximum amount **we** will pay under this section is £1 million.

Special Exclusions applicable to Section C

This section does not cover:

1. **You** when aged under 16 or over 85.
2. An excess of £250 for each and every claim arising from damage to third party property.
3. Liability arising from loss or damage to property which belongs to **you** is in **your** care, custody or control.

4. Where **you** are entitled to indemnity from another source.
5. When punitive, exemplary or aggravated damages are awarded against **you**.
6. Indemnity under this section in respect of injury, loss, damage, cost or expense, of whatsoever nature directly or indirectly caused by, or resulting from, or in connection with any act of terrorism.
7. Any liability for bodily injury, loss or damage
 - a) to **your** employees or members of **your family** or household or to their property;
 - b) arising out of or in connection with **your** trade, profession or business, or assumed under contract;
 - c) arising out of the ownership, possession, use or occupation of land or **buildings**;
 - d) arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals, or firearms or weapons.
8. Any liability not involving the use of a **pedal cycle**.
9. Any liability arising from a contract where **you** would have been liable in any event.
10. Using the **pedal cycle** professionally or for any trade/business except commuting to and from work, or incidental use of the pedal cycle in the course of your work.
11. Whilst using the **pedal cycle(s)** for racing, pacemaking, time or reliability trials or whilst practising for any of them.

Section D – Replacement Pedal Cycle Hire

We will pay for the reasonable cost of the hire of an alternative **pedal cycle** from a recognised **pedal cycle** dealer whilst awaiting repair or replacement of **your pedal cycle** when the subject of an approved claim.

Special Exclusions applicable to Section D

This section does not cover:

1. When the costs of hire have not been agreed with **us**.
2. Where **our** prior authority has not been obtained.

3. Where the costs of hire are greater than a normal charge through a recognised supplier.
4. Where the costs exceed more than £250 during any one **period of insurance**.
5. Where the costs are in excess of the value of the **pedal cycle** or repair costs.
6. Where evidence of expenditure cannot be provided.
7. Where costs are incurred by anyone other than **you**.

Section E - Cycle Breakdown

If **you** suffer a breakdown to **your pedal cycle** (including punctures), which is irreparable at the scene, occurring one mile or more from **your** home, the **ETA** undertakes to pay for the transport of the **pedal cycle** and **you** (if appropriate) to:

- the nearest appropriate railway station; OR,
- the nearest suitable cycle repair shop; OR,
- the nearest car rental agency; OR,
- the nearest overnight accommodation; OR,
- your vehicle within a 25 mile radius; OR,
- home, if nearer.

Special exclusions applicable to Section E

This section does not cover:

1. Any costs other than the call out charge and transportation of **you** and **your pedal cycle** to one of the above destinations.
2. Anything mentioned under the general exclusions.

Section F – Get You Home Cover

If **you** suffer irreparable damage to **your pedal cycle** occurring more than one mile from **your** home we will pay for the reasonable cost of taxi hires in order to get **you** to **your** onward destination or home. This is a personal cover option, and will only be considered as part of a claim for repair or replacement of the insured **pedal cycle**.

Special Exclusions applicable to Section F

This section does not cover:

1. Any costs other than the taxi fare to transport **you** and **your pedal cycle** to your onward destination.
2. Where the costs exceed more than £100 during any one **period of insurance**.
3. Where evidence of expenditure cannot be provided.

Anything mentioned in the general exclusions.

ETA HELPLINE

Details of Cover

1. If an unforeseen emergency outside **your** control occurs anywhere within **Britain** and results in **your** failure to complete a non-commuting journey and as long as the journey exceeds a distance of five miles from **your** home address, **we** will, within the terms of cover, by means of our 24-hour emergency helpline, seek to arrange the following assistance:
 - (a) notify up to two people of the delay/cancellation of the trip;
 - (b) arrange emergency overnight accommodation;
 - (c) arrange alternative transport (for example a hire car, taxi, coach, train etc.);
 - (d) arrange transport (non-medical) to a medical facility for unforeseen and non-urgent medical treatment during absence from home.

You are responsible for any costs not covered under **your** policy.

FREE LEGAL ADVICE

For advice in the event of an accident or on any personal legal problem at any time, telephone Access Legal on 0845 389 1050, and quote **your** **ETA** membership number.

MAKING A CLAIM (Cycle Breakdown)

The 24 hour emergency helpline number is 08000 RESCUE or 08000 737 283.

If in the unfortunate event of a failure on this number, please call 0870 77 44 565. If **you** are outside **Britain** then the emergency helpline number is 00 44 870 77 44 565, and call charges may be reversed to this number.

SMS text messaging is available for use by deaf, hard of hearing or speech-impaired members in a **breakdown** situation. **You**

may text **us** on 07876 557 244 to receive assistance.

MAKING A CLAIM

Should you need to make a claim, please ring 0845 389 1010 or go to www.ilovemybike.co.uk to download a claim form. All claims must be notified to us within 28 days of occurrence.

UK Underwriting Ltd is an agent of Ageas Insurance Limited and in the matters of a claim acts on their behalf.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

This certificate of insurance does not provide cover for any personal accident or personal liability of whatsoever nature, directly or indirectly cause, contributed to by or happening through or in the consequence of:

- war or invasion; or
- terrorism; or
- acts of foreign enemies; or
- hostilities (whether or not war has been declared); or
- civil war; or
- rebellion, revolution, insurrection; or
- military or usurped power, or
- ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- pressure waves from aircraft other aerial devices travelling at supersonic speeds
- wilful self inflicted injury or illness; or
- suicide or an attempt to commit suicide; or
- wilful exposure to danger, except in an attempt to save a human life; or
- solvent abuse; or
- being under the influence of alcohol or drugs, except those prescribed by a registered doctor and not those drugs prescribed for drug addiction, or drugs prescribed by a registered medical practitioner where a warning against riding has been given; or
- **your** engaging in any illegal or criminal act; or
- any claim where **you** have declared the use of an **approved lock** but have been unable to demonstrate that an **approved lock** was used; or
- any liability in excess of the amount shown in **your** policy.

- **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 pedal cycle** from a repairer or for any time that has to be taken off work because of a theft, accident or **breakdown**

NO CLAIM DISCOUNT

If **you** have not claimed for a full twelve-month period **you** will receive a no claim discount on **your** renewal premium in accordance with the scale of discount applicable at renewal of **your** insurance. The no claim discount to which **you** are otherwise entitled will not be disallowed solely if **you** make a claim under Section E - Cycle Breakdown.

TERMS AND CONDITIONS

1. **Precautions** - **You** shall take all reasonable steps to safeguard against accident, injury, loss, and damage and shall maintain the **pedal cycle(s)** in an efficient and roadworthy condition. Failure to comply with this condition might invalidate **your** claim.
2. **Subrogation** - **We** will be entitled to take over and deal with, in **your** name, the defence or settlement of any claim at **our** discretion and to take proceedings at **our** expense to recover for **our** benefit the amount of any payment made under this policy.
3. **Other Insurances** - If any loss, destruction, damage or liability insured by this policy, other than by Section B, is covered by any other insurance **we** shall pay only its rateable portion.
4. **Fraud** - The **insurers** will void this policy in its entirety from the date of loss or alleged loss and no cover provided will apply if a claim made by **you** or anyone acting on **your** behalf to obtain any benefit is fraudulent or intentionally exaggerated; or a false declaration or statement is made in support of a claim under this policy.
5. **Governing Law** - English law applies to this policy unless **you** have asked for another law and **we** have agreed to this in writing before the start date.
6. **Limit of Liability** - In the event of a claim payment as a consequence of any insured event the **insurers** will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement. In no circumstances shall the liability of the **insurers** exceed the

claim limit shown in the **ETA** customer statement.

CANCELLATION RIGHT

We hope **you** are happy with the cover this policy provides.

You have the right to cancel it within fourteen days of the start date of the policy without giving any reasons and **you** will receive a full refund.

Should **you** cancel after fourteen days **we** will credit **your** **ETA** customer account with an amount proportionate to the unexpired period remaining on the policy as detailed on **your** **ETA** customer statement.

WHAT TO DO IF YOU ARE NOT SATISFIED

We do everything **we** can to make sure that **our** customers get the high standard of service they expect. If **you** feel **you** have cause for complaint regarding the information and advice about **your** policy, **you** should contact **us**. Please remember to always quote **your** **ETA** number in any correspondence, this can be found at the top of **your** **ETA** customer statement.

You can contact **us** by writing to the Member Services Manager, **ETA** Services Ltd, 68 High Street, Weybridge, KT13 8RS, telephone 0845 389 1010 or by email via feedback@eta.co.uk.

If having received a response from **ETA** **you** remain dissatisfied **you** should write to the Customer Relations Manager, UK General, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Please ensure **you** quote **your** **ETA** number.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service by letter: Financial Ombudsman Service, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

For more information on this visit www.financial-ombudsman.org.uk **Your** statutory rights are not affected if **you** choose to follow the complaints procedure above. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau

COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION 1998

Please note that any information provided to **us** and **our** agents about **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims. This might necessitate providing such information to third parties.

This policy wording relates to any policy purchased with a start date on or between: 1st April 2011 and 31st March 2012 inclusive.

We may monitor all telephone conversations with the aim of improving our service.

At **ETA** our literature is printed on 100% recycled paper from post consumer waste, is fully recyclable and biodegradable, totally chlorine free, elemental chlorine free, NAPM approved, long life archival usage approved, Nordic Swan environmental awarded and is produced in a mill that holds ISO 14001 certification.