

Cover period 1 April 2012 – 31 March 2013

CYCLE HIRE INSURANCE

Key facts

please note this is just an overview of your cover – please read the attached policy documents for complete cover terms – Words in bold are defined on page 6

IMPORTANT- Key changes to the cycle insurance policy you may have purchased last year are:

- Your **bicycle** must be secured using an **approved lock** from the appropriate category of the Sold Secure website - www.soldsecure.com

Bicycles, inclusive of any fixed accessories, that have an insured value of less than £250	Bronze rated lock
Bicycles, inclusive of any fixed accessories, that have an insured value of less than £1,500	Silver rated lock
Bicycles, inclusive of any fixed accessories, that have an insured value exceeding £1,500	Gold rated lock

- The **Insured value** means the recommended retail price as at the time of purchase inclusive of **accessories**
- Upon settlement of a claim for loss or damage where the **bicycle** has been recovered or is deemed a total loss **we** have the right to take and keep possession of any part or the entire **bicycle** and deal with the salvage in a reasonable manner, but **you** shall not abandon any **bicycle** to **us**. In the instance of a **bicycle** being recovered it is **your** responsibility to notify **us**.
- When the **bicycle** is left unattended at any time **you** will not be covered for loss or theft unless:
 - a) the **bicycle** is secured through its frame by an **approved lock** attached to an **immovable object**, or;
 - b) it is in a **building a) house, b) garage/outbuilding, c) flat, d) room, g) shed**, where all external doors are locked and theft is occasioned by a **forcible or violent entry**. In this instance, the **bicycle** must be stored out of sight.
 - c) It is in a **building e) communal hallway, f) communal outbuilding**, where all external doors are locked and the **bicycle** has been secured through its frame to an **immovable object**.
 - d) it is locked in a vehicle and stored out of sight where theft is occasioned by a **forcible or violent entry**.
- **You** will not be covered for any claims where you have insured your **bicycle** for less than its **insured value** inclusive of any extra **accessories**. Note: The purpose of this exclusion is to prevent **bicycles** from being part/under-insured. If the **bicycle** were found to be under-insured **we** may only meet the claim, less excess, to the same proportion as the **bicycle** was covered. For example, a **bicycle**, which is only insured for half its **insured value** will only receive half the loss less any excess. It is **your** responsibility to ensure that the **insured value** of **your bicycle** is correct (or its nearest equivalent if **your bicycle** is no longer available) as this may increase or decrease over time.
- **You** will not be covered for any claim where the **bicycle** has suffered damage because of a manufacturing fault and is still covered under a manufacturer's warranty.

IMPORTANT NUMBERS:

If you breakdown in Britain call **0800 0737 283 or 08000 RESCUE**

If you require legal advice call **0845 389 1050**

If you are hard of hearing you can TEXT us on **07876 577 244**

If you need to make a claim call **0845 389 1010**

Or go to **www.eta.co.uk** to download a claim form

YOUR CYCLE INSURANCE COVER

This insurance covers **your bicycle** for theft, accidental loss or **accidental damage** occurring within **Britain** and for up to ninety days in **Europe** and up to sixty days **worldwide** whilst left unattended at any time provided **you** have complied with the following:

- The **bicycle** is secured through its frame by an **approved lock** to an **immovable object**, or;
- It is locked in a **building** where theft occurs because of **forcible or violent entry**.

Loss or damage to the **bicycle** whilst in the custody of an airline or courier provided:

- A receipt has been obtained from the airline/carrier for the period of transportation confirming their acceptance of responsibility for the **bicycle**, and
- **You** have complied with the airline or carriers terms and conditions and packaging/storage requirements.

The policy also provides:

- **ETA** cycle breakdown:

SIGNIFICANT EXCLUSIONS (full details within your cycle insurance policy wording)

- Theft following **abandonment** where **your bicycle** has been left in a location where **public access** could be achieved.
- Claims where the **bicycle** has been left unattended for more than 12 hours at any one time or 24 hours in respect of **bicycles** left at train stations to which there is **public access**.
- Claims where the **bicycle** has not been secured through its frame using an **approved lock**.
- Theft or attempted theft of the **bicycle(s)** whilst left unattended at any time unless:
 - a) the **bicycle** is secured through its frame by an **approved lock** attached to an **immovable object**, or;
 - b) it is in a **building a) house, b) garage/outbuilding, c) flat, d) room, g) shed**, where all external doors are locked and theft is occasioned by a **forcible or violent entry**. In this instance, the **bicycle** must be stored out of sight
 - c) It is in a **building e) communal hallway, f) communal outbuilding**, where all external doors are locked and the **bicycle** has been secured through its frame to an **immoveable object**.
 - d) It is locked in a vehicle and stored out of sight where theft is occasioned by a **forcible or violent entry**.
- Claims where the **bicycle** has suffered damage because of a manufacturing fault and is still covered under a manufacturer's warranty.
- Loss or damage caused by depreciation in **insured value**, wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical breakdown, scratching, misuse, atmospheric or climate conditions.
- Loss or damage to tyres or **accessories** unless the **bicycle** is lost or damaged at the same time.
- Claims where the **bicycle** has an **insured value** of more than £4,000 inclusive of any extra **accessories**.
- claims where you have insured your **bicycle** for less than its **insured value** inclusive of any extra **accessories**. Note: The purpose of this exclusion is to prevent **bicycles** from being part/under-insured.
- Loss or damage caused by insects, vermin, fungus, domestic pet or any gradually operating cause.

MAKING A CLAIM

In order that we can process **your claim you** must produce the following documents together with your claim form:

- **Evidence of ownership of your bicycle**
- Receipt for **your approved lock**
- Replacement quote from a VAT registered **bicycle shop**
- Signed agreement and documentation from **your hirer**
- Proof of identification taken from the hirer

THE LEGAL BIT

Please take time to read the attached full policy document to make sure **you** understand the cover provided. This summary does not form part of **your** contract of insurance.

Your cover is valid until the date specified on **your ETA** customer statement. Please refer to **your ETA** customer statement, which is given to **you** when the policy is issued or amended, this will detail the type, level and period of cover provided.

The insurance is underwritten by UK General Insurance Ltd, on behalf of Ageas Insurance Limited, registered in England number 354568; registered office: Ageas House, Tollgate, Eastleigh SO53 3YA. Policies and claims are administered by ETA Services Ltd, 68 High Street, Weybridge KT13 8RS, breakdown claims are administered by Call Assist Ltd of Axis Court, North Station Road, Colchester CO1 1UX.

CANCELLATION RIGHT

We hope **you** are happy with the cover this policy provides. **You** have the right to cancel it without giving any reasons within fourteen days of the start date of the policy and **you** will receive a full refund unless, you have made a claim. 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.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen days' notice to the **insured** at their last known address.

COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** might 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.

CYCLE HIRE INSURANCE POLICY

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

ETA Services Ltd, UK General Insurance 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 **bicycle**.

Cycle insurance includes **cycle** rescue, which is only valid if the member is in possession of 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 for more than 12 hours at any one time or 24 hours in respect of **bicycles** left at train stations to which there is **public access**, provided that **you** have complied with all the security requirements laid out in this policy.
2. **Accessories** equipment added and fixed to the **bicycle** in addition to the manufacturers original specifications, including trailers and passenger carrying trailers.
3. **Accidental Damage** means damage caused accidentally by violent and external means including vandalism.
4. **Administrator / ETA** means ETA Services Ltd, 68 High Street, Weybridge KT13 8RS.
5. **Approved Lock** means
 - a) a nominated lock from the appropriate category of the Sold Secure website www.soldsecure.com (**bicycles** inclusive of any fixed **accessories** that have an **insured value** of less than £250 require a Bronze rated lock, **bicycles** inclusive of any fixed **accessories** that have an **insured value** of less than £1,500 require a Silver rated lock and **bicycles** inclusive of any fixed **accessories** that have an **insured value** exceeding £1,500 require a Gold rated lock); or
 - b) any other specified lock accepted by **us** and specified in an **endorsement**.
6. **Britain** means Great Britain and Northern Ireland, the Channel Isles and the Isle of Man.
7. **Building** which 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.
 - 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.
 - 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.
 - g) a privately accessed wooden shed within the boundaries of the property.

8. **Bicycle** means any **cycle**, adult tricycle or tandem, including component parts and **accessories** permanently fixed to the **bicycle**, 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.
9. **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.
10. **Endorsement** means any terms and conditions additional to this certificate of insurance and specified on **your ETA** customer statement.
11. **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).
12. **Evidence of ownership** means original purchase receipt, showing the date, price paid, details of the **bicycle** and **approved lock** name and address of seller, or other evidence, which clearly demonstrates ownership or a valuation from a VAT registered **bicycle** shop.
13. **Family** means parents, spouse, partner, son, daughter or siblings (aged 16 years or over).
14. **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**.
15. **Immovable Object** means
 - 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 **bicycle**;
 - b) a properly fixed motor vehicle roof 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.
16. **Insured value** means the recommended retail price at the time of purchase inclusive of **accessories**.
17. **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.
18. **Public Access** means an area (regardless of it being private property) to which the public can gain entry without force.
19. **We/Our/Us/Insurers** means UK General Insurance Ltd on behalf of Ageas Insurance Limited.
20. **You/Your** means the **ETA** customer as detailed on **your ETA** customer statement and any person using the **bicycle** with their consent.

DETAILS OF COVER

Section A - Bicycles

This section indemnifies **you** against theft, accidental loss or **accidental damage** to **bicycle(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.

Claims Excess

The excess applicable to claims under this section shall be 10% of the amount being claimed with a minimum excess of £100.

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 **insured value** detailed on **your ETA** customer statement less any excess as indicated under the claims excess section. 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 proof of purchase of the **bicycle** and **accessories** in the form of an original purchase receipt or valuation certificate together with a signed agreement from your hirer. In addition, **we** will reimburse the hire costs of a replacement **bicycle** whilst **your** own **bicycle** 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 **bicycle**.

Upon settlement of a claim for loss or damage where the **bicycle** has been recovered or is deemed a total loss **we** have the right to take and keep possession of any part or the entire **bicycle** and deal with the salvage in a reasonable manner, but **you** shall not abandon any **bicycle** to **us**. In the instance of a **bicycle** being recovered it is **your** responsibility to notify **us**.

Making a claim

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

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

Special Exclusions Applicable to Section A

This section does not cover:

1. Theft following **abandonment** where **your bicycle** has been left in a location where **public access** could be achieved.
2. Claims where the **bicycle** has been left unattended for more than 12 hours at any one time or 24 hours in respect of **bicycles** left at train stations to which there is **public access**.
3. Theft where the **bicycle** has not been secured through its frame using an **approved lock**.
4. 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.
5. Theft or attempted theft of the **bicycle(s)** whilst left unattended at any time unless:
 - a) the **bicycle** is secured through its frame by an **approved lock** attached to an **immovable object**, or;
 - b) it is in a **building a) house, b) garage/outbuilding, c) flat, d) room, g) shed**, where all external doors are locked and theft is occasioned by a **forcible or violent entry**. In this instance, the **bicycle** must be stored out of sight.
 - c) It is in a **building e) communal hallway, f) communal outbuilding**, where all external doors are locked and the **bicycle** has been secured through its frame to an **immoveable object**.
 - d) it is locked in a vehicle and stored out of sight where theft is occasioned by a **forcible or violent entry**.

6. Loss or damage occurring whilst in the custody of an airline or courier unless;
 - a) a receipt has been obtained from the airline/carrier for the period of transportation confirming their acceptance of responsibility for the **bicycle**, and;
 - b) **you** have complied with the carrier's terms and conditions and packaging/ storage requirements.
7. Loss or damage to tyres or **accessories** unless the **accessories** are permanently fixed to the **bicycle** and the **bicycle(s)** are lost or damaged at the same time.
8. Loss or damage by confiscation or detention by customs or other authorised officials.
9. Damage to tyres by application of brakes or by road punctures, cuts or bursts.
10. Claims where the **bicycle** has an **insured value** of more than £4,000 inclusive of any extra **accessories**.
11. Theft by a person or persons to whom the **bicycle** is entrusted.
12. Claims where you have not received a sign written agreement from the hirer.
13. Claims where you have not taken two forms of identification in the form of a credit card and a driving license / passport
14. Claims where you have insured your **bicycle** for less than its **insured value** inclusive of any extra **accessories**.
Note: The purpose of this exclusion is to prevent **bicycles** from being part/under-insured. If the **bicycle** were found to be under-insured **we** may only meet the claim, less excess, to the same proportion as the **bicycle** was covered. For example, a **bicycle**, which is only insured for half its value will only receive half the loss less any excess. It is **your** responsibility to ensure that the **insured value** of **your bicycle** is correct (or its nearest equivalent if **your bicycle** is no longer available) as this may increase or decrease over time.
15. Claims where the **bicycle** has suffered damage because of a manufacturing fault and is still covered under a manufacturer's warranty
16. Loss or damage caused by insects, vermin, fungus, domestic pet or any gradually operating cause.

Section B - Cycle breakdown

If **you** suffer a breakdown to **your bicycle** (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 **bicycle** and **you** (if appropriate) to:

- the nearest appropriate railway station; OR,
- the nearest suitable **bicycle** 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 B

This section does not cover:

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

Making a claim (Bicycle 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.

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:

- any claim where **you** have declared the use of an **approved lock** but have been unable to demonstrate that an **approved lock** was used.
- 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 bicycle** from a repairer or for any time that has to be taken off work because of a theft, accident or **breakdown**.
- war, invasion, terrorism, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power.
- ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves from aircraft other aerial devices travelling at supersonic speeds
- wilful self inflicted injury or illness, suicide or an attempt to commit suicide, wilful exposure to danger, except in an attempt to save a human life, solvent abuse, 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, **you** engaging in any illegal or criminal act.

TERMS AND CONDITIONS

1. **Precautions** - **You** shall take all reasonable steps to safeguard against accident, injury, loss, and damage and shall maintain the **bicycle(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 without giving any reasons within fourteen days of the start date of the policy and **you** will receive a full refund unless, you have made a claim. 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.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen days' notice to the **insured** at their last known address.

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 2012 and 31st March 2013 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.

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ETA Cycle Insurance
1 April 2012 – 31 March 2013