

# Cycle Hire Insurance Policy Wording

1 April 2018 to 31 March 2019 - v1



Your Journey  
Our World







**Thank you for choosing cycle insurance from the ETA.**

We might not have a household name, but as Britain’s most ethical breakdown company, we find other ways to stand out from the crowd. Whenever you buy your cycle insurance, home insurance, travel insurance, breakdown cover or mobility scooter insurance, you make possible our campaigns to promote sustainable transport. For example, in 2017, with the help of our trusty vintage van, a team of travel planners and bicycle mechanics - all armed with reams of information about walking, cycling and public transport - we put on fifty free public events.

We don’t think messages about sustainable transport need always be serious. When the roads froze earlier this year, we built our very own zero-emissions gritting vehicle. One of a number of tongue-in-cheek projects we undertook to highlight zero-emissions travel. If you would like to keep up to date with all our campaigns and projects, make sure you are signed up to receive our weekly email newsletter.

On behalf of our team, I welcome to the ETA and wish you many miles of happy cycling this year.

Best wishes

Andrew Davis  
*Managing Director*



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# Summary of benefits

<b>Benefit</b>	<b>Covers up to</b>	<b>People covered</b>	<b>where</b>
Theft & Damage	Insured value	Anyone on your bicycle	Worldwide
Personal Liability	£5,000,000	Anyone on your bicycle	Britain
Cycle Rescue	25-mile radius	You on any bicycle	Britain

## Useful numbers

<b>If you break down on your bicycle in Britain call:</b> (Calls from mobiles or landlines charged as local rate calls)	<b>0333 000 1234</b>
<b>If you are involved in a collision and would like legal advice call:</b>	<b>0345 389 1050</b>
<b>To make a claim, visit <a href="http://www.eta.co.uk">www.eta.co.uk</a> to complete our online claim form or call:</b>	<b>0333 000 1234</b>
<b>Customer services number for ETA Services Ltd:</b>	<b>0333 000 1234</b>

# Important information

Please note this is just an overview of your cover. Please read the full policy wording for complete cover terms. Words in bold are defined on page 10.

## Key changes to the cycle hire insurance policy you might have purchased last year are:

- The minimum excess payable under Section A - Theft and Damage will now be £50 (see page 12 for full details)

# Important information

## Your cycle hire insurance cover

This insurance covers your bicycle for theft, accidental loss or accidental damage occurring within Britain, and for up to 90 days outside of Britain, 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 kept out of sight in a locked building where theft occurs because of forcible and / or violent entry

### The policy also provides:

- Personal liability cover whilst somebody (with your consent) is using the bicycle
- Cycle rescue cover
- Free legal advice, in the event of an accident or, for any personal legal problem

## Making a claim

**In order to 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 cycle shop
- Confirmation of your crime reference number

## Significant Exclusions

(Full details within your cycle hire insurance policy wording)

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. For bicycles left at train stations with public access, or within the premises of your permanent place of employment, this limit is increased to 24 hours.
3. Claims where the bicycle has not been secured through its frame using an approved lock.
4. Theft or attempted theft of the bicycle(s) whilst left unattended at any time unless:
  - The bicycle is secured through its frame by an approved lock attached to an immovable object, or;
  - It is in a building classified as
    - a) house,
    - b) garage/outbuilding,
    - c) flat,
    - d) room,
    - e) shed,

where all external doors and windows are locked, and theft is occasioned by a forcible and/or violent entry.

In this instance, the bicycle must be stored out of sight.

- It is in a building classified as
  - f) communal hallway,
  - g) communal outbuilding,
  - h) purpose-built bike container

where all external doors and windows are locked and the bicycle has been secured through its frame to an immovable object.

In this instance, the bicycle must be stored out of sight.

- It is locked in a vehicle and stored out of sight where theft is occasioned by a forcible and/or violent entry.
5. The bicycle has suffered damage because of a manufacturing fault or is still covered under a manufacturer's warranty.
  6. Loss or damage caused by wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical breakdown, scratching, misuse, atmospheric or climate conditions.
  7. Loss or damage to tyres or accessories unless the bicycle is lost or damaged at the same time.
  8. Claims where the bicycle has an insured value of more than £5,000 inclusive of any extra accessories.
  9. Claims where you have insured your bicycle for less than its insured value. Note: The purpose of this exclusion is to prevent bicycles from being part/under-insured.
  10. Loss or damage caused by insects, vermin, fungus, domestic pet or any gradually operating cause.
  11. Claims where your frame number has not been provided to us.

## The legal bit

Please take time to read the attached full policy schedule 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 policy schedule. Please refer to your policy schedule, which you are provided with when the policy is issued or amended - this will detail the type, level and period of insurance provided.

This insurance is arranged by ETA Services Ltd and underwritten by UK General Insurance Ltd, on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at:

*Königinstrasse 107  
80802 Munich*

UK branch office:

*Plantation Place  
30 Fenchurch Street  
LONDON  
EC3M 3AJ*

### **Policies and claims are administered by**

*ETA Services Ltd  
68 High Street  
WEYBRIDGE  
KT13 8RS*

### **Cycle Rescue claims are administered by**

*Call Assist Ltd  
Axis Court, North Station Road  
COLCHESTER  
CO1 1UX*

## Cancellation right

You have the right to cancel this policy within 14 days of the start date of the policy without giving any reasons and you will receive a full refund unless a claim has been made. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy.

Should you cancel after 14 days we will refund you with an amount proportionate to the unexpired period remaining on the policy, unless a claim has been made.

The ETA reserves the right to withdraw and cancel insurances if you fail to pay premiums or installments of premiums on demand, or fail within seven days of a written request from us, to provide any documentation or information required by us. In the event of our cancelling a policy after its beginning or its renewal, our fees or commission will not be returnable.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where they reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

If the insurers cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time they have provided cover. Where their investigations provide evidence of fraud or misrepresentation, they may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided ETA Services Ltd with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and they will be entitled to keep the premium. If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with UK General Ltd, as well as other insurers, in the future.

## Compensation scheme

Great Lakes Reinsurance (UK) SE 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](http://www.fscs.org.uk).

## Data protection act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area.



# What should I do if I am involved in a road traffic collision?



## Be safe

Get yourself out of the road and to a footpath or kerbside or somewhere safe if you can. If you're unable to move, ensure you're visible and try to attract help from passers-by.



## Call the police and ambulance

Always contact the police and call an ambulance if you are injured. The police can help with exchange of details and their reports could prove crucial. Get the details of the attending police officer and an incident reference number.



## Exchange details

You must exchange personal and insurance details after a collision. You may not have insurance cover, but all motor vehicles on a public road should do. Get names and addresses, vehicle registration number as well as make, model and colour.



## Get witnesses

Get details of any independent witnesses as well as the driver of the vehicle that hit you. If you can't do this yourself, ask a passer-by for help. If the vehicle that hit you didn't stop, still get witness statements as you can claim via the Motor Insurer's Bureau (MIB) who will pay out if the accident was a 'hit and run' or the driver cannot be traced.



## Get photographic evidence

Take photos (ideally time and date stamped) on your phone of the vehicles and the scene (distances from junctions, road markings or signs) precisely as the accident happened. Don't let the driver of the vehicle that hit you move it before you take photos. Ask the police if there is CCTV footage showing your collision. If you have a helmet cam, video from that can also be used as evidence



## Put everything down on paper

When you can, write a full account of the accident and draw a sketch plan. It's always worth asking for a copy of the police reports too.



## Get checked out by your GP

No matter how minor your injuries may seem, always visit your GP and get checked over at the earliest possible opportunity.



## Keep all receipts

Keep receipts/bills/estimates for the cost of repair/replacement to your bike, clothing, helmet and accessories and the damaged bits of your bike. Keep records of costs you've incurred for treatment, travel to medical appointments or lost earnings.



## Call a solicitor

If the collision wasn't your fault, you may be entitled to compensation. As you have cycle insurance with the ETA, you have access to a legal helpline on [0345 389 1050](tel:03453891050)

# Cycle Hire Insurance Policy

ETA Cycle Hire Insurance is arranged by ETA Services Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at:

*Königinstrasse 107  
80802 Munich*

UK branch office:

*Plantation Place  
30 Fenchurch Street  
LONDON  
EC3M 3AJ*

ETA Services Ltd is authorised and regulated by the Financial Conduct Authority. UK General Insurance Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check out our details on the Financial Services Register <https://register.fca.org.uk/>.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

## Definitions

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

**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**.

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

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

**Approved Lock** means

- a) a nominated **bicycle** lock from the appropriate category of the Sold Secure website [www.soldsecure.com](http://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 of £1,500 or greater require a Gold rated lock);

or

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

Please note: security cables must never be relied upon to secure **bicycles**, or used as an extension to **your bicycle's** lock. If **you** fail to use a Sold Secure rated lock to secure **your bicycle** through the frame to an immovable object, **your** cover could be invalid.

**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 includes any mechanically or electrically-assisted **bicycle** with an output not exceeding 250 w/15.5 mph.

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

**Building** means

- 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 halls of residence
- e) a privately-accessed wooden shed within the boundaries of the property
- f) a communal hallway of a brick, concrete or stone building of standard construction with a slate, tiled or multi-layered roof within the building
- g) 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

h) a privately-accessed, metal, purpose-built bike container

**Breakdown** means a mechanical failure, which immediately renders the **bicycle** immobilised or dangerous to ride.

**Communal** means an area of shared use.

**Corporate customer** means an organisation or business that has become a customer of the **ETA**.

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

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

**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.

**Family** means parents, spouse, partner, son, daughter or siblings (aged 16 years or over) residing at the same address.

**Fixed accessories** means equipment added and fixed to the **bicycle** in addition to the manufacturer's original specifications, including trailers and passenger carrying trailers, which in order to remove would require the use of a tool.

**Forcible and/or 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**.

**Frame** or **bicycle frame** is considered to mean two triangles; a main triangle and a paired rear triangle, which together constitute the **bicycle frame** for the purpose of this policy. If **your bicycle frame** is of a different design, and you would like to know how to secure it, please contact us for clarification).

**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 (a minimum of 3 metres high) the **bicycle**.

b) a correctly fixed motor vehicle roof rack or correctly fitted 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.

**Injury** means bodily injury directly and, solely caused by accidental external violent and visible means.

**Insured value** means the current recommended retail price (when purchased from a VAT – registered cycle shop based in **Britain**) inclusive of any **fixed accessories**.

**Occupation** means **your** business, job, line of work, the principal activity in **your** life that **you** do to earn money.

**Other cyclists** means any person using the **bicycle** with **your** permission.

**Out of sight** means whilst left **unattended** in a **building** the bicycle is not externally visible/cannot be seen by the public.

**Pay and Claim** means **you** are initially responsible for any costs for which **we** will reimburse **you** for.

**Period of insurance** means the period specified on **your ETA** documents from the date of acceptance by **us** of the insurance, provided that the appropriate premium has been paid.

**Permanent total disablement** means a disability lasting at least 12 calendar months which entirely prevents **you** from attending to any business or occupation of any kind and at the end of that period being beyond the hope of improvement.

**Public access** means an area (regardless of it being private property) to which the public can gain entry without force.

**Professional use** means cycling as a professional/semi professional athlete where your income is earned through sponsorship, endorsement and prize winnings.

**Unattended** means whilst the **bicycle** is not being held or used by **you**.

**We/Our/Us/Insurers** means UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

**You/Your** means the **ETA** customer as detailed on **your ETA** policy schedule.

# A – Theft & Damage

**We** will indemnify **you** against theft, accidental loss or **accidental damage** to your hire **bicycle(s)**.

This cover includes racing, pacemaking, time or reliability trials, triathlons, or whilst practising and/or training for any of them.

In the case of triathlon events, **bicycles** left in a supervised transition area will be covered.

## Get you home cover

If **you** suffer accidental damage or theft to **your bicycle** occurring more than one mile from **your** home, **we** will pay (**pay and claim** basis) for the reasonable cost of taxi hire in order to get **you** to **your** onward destination or home.

This will only be considered as part of a claim for repair or replacement of the insured bicycle.

## Cycle hire cover

**We** will reimburse the hire costs of a replacement **bicycle** whilst **your** claim is being processed up to a maximum value of £250.

Please contact us so that we may agree to cover any costs before arranging hire.

## Conditions applicable to theft and damage

1. The excess applicable to claims under this section shall be 5% of the amount being claimed with a minimum excess of £50.

Claims where the **bicycle** has been left **unattended** between the hours of 1:00am and 4:00am in a location where there is **public access**, or whilst left in a vehicle, will be subject to an excess of 20% of the amount being claimed with a minimum excess of £100.

Claims for theft of folding **bicycles**, when left unattended in a location where there is **public access** will be subject to an excess of 20% of the amount being claimed with a minimum excess of m £100.

2. **We** will pay the cost of repair, or pay the cost of replacement as new, or, at our discretion, arrange for repair or replacement to be effected. **Our** liability shall not exceed the **insured value** detailed on **your ETA** policy schedule, less any excess.

In the event of partial loss, **your** policy will be continued automatically and, **you** do not need to do anything further. However, where a claim resulting in a total loss, and a replacement or, cash payment has been provided, **your** policy will continue on its current terms until **you** notify **us** of **your** replacement **bicycle**. There will be no change to **your** scheduled renewal date. If the **insured value** of **your** replacement **bicycle** is higher than the previous sum insured, **you** will be asked to pay the proportionate additional premium.

Following a claim **we** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

3. When making a claim, **you** will need to produce evidence of proof of purchase of the **bicycle** and **fixed accessories** in the form of an original purchase receipt or valuation certificate.
4. Prior to the settlement of a claim for loss or damage where the **bicycle** 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. Should the **bicycle** have been recovered, **you** shall not abandon any **bicycle** to **us**, but it is **your** responsibility to notify **us**.
5. Payments shall not exceed amount paid for the item(s) at the time of purchase.
6. Settlement for damaged parts or total write-off claims will be made once **we** are in possession of the bicycle or any parts that **we** have decided to salvage.
7. Claims for damage must be approved by **us** prior to repairs being carried out.
8. Claims for theft or damage must be reported to the police, and a crime reference number obtained, within 24 hours of the incident.  
  
For insured values totalling £5000 or more, **we** may require further security requirements which will be assessed on a case by case basis.
9. Your frame number must be recorded against **your** policy prior to any claims being made.

## Making a claim for theft or damage

Visit [www.eta.co.uk](http://www.eta.co.uk) to complete our online claim form, or call **0333 000 1234** and we'll be happy to send you a claim form by post.

**You** must notify **us** of all claims within 28 days of occurrence.

# Which lock do I need?

In order to make a successful claim for cycle theft, **you** must use a Sold Secure lock with a rating of either Bronze, Silver or Gold, depending on the value of the **bicycle**.

Please note: security cables do not carry a Sold Secure rating and should never be relied upon to secure **your bicycle**, or used as an extension to **your bicycle's** lock. Doing so will invalidate **your** cover. Cable locks may only be used to secure accessories.



Bicycles with an insured value of less than £250

**Sold Secure Bronze Rating**



Bicycles with an insured value of less than £1,500

**Sold Secure Silver Rating**



Bicycles with an insured value of £1,500 or more

**Sold Secure Gold Rating**



To find out the rating of your lock please visit [www.soldsecure.com](http://www.soldsecure.com) or call us on **0333 000 1234**



## Exclusions applicable to theft and damage

1. Theft following **abandonment** where **your bicycle** has been left in a location where **public access** could be achieved.
2. Theft outside of **Britain** for cover exceeding 90 days during any one **period of insurance**.
3. 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**.
4. Any claim where **you** have declared the use of an **approved lock** but have been unable to prove ownership of an **approved lock**.
5. Theft where the **bicycle** has not been secured through its **frame** using an **approved lock**.
6. Loss or damage caused by wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical failure, scratching, misuse, or atmospheric or climatic conditions.
7. Loss or damage incurred to the bicycle through **professional use**.
8. 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** to an **immovable object**, or;
  - b) It is in a **building** classified as **a) house, b) garage/outbuilding, c) flat, d) room, e) shed,**

where all external doors and windows are locked and theft is occasioned by a **forcible and/or violent entry**.

In this instance, the bicycle must be stored **out of sight**

- c) It is in a **building** classified as **f) communal hallway, g) communal outbuilding, h) purpose-built bike container**

where all external doors and windows are locked and the **bicycle** has been secured through its **frame** to an **immovable object**.

In this instance, the bicycle must be stored **out of sight**.

d) It is locked in a vehicle and stored out of sight where theft is occasioned by a **forcible and/or violent entry**.

9. Loss or damage to tyres or **fixed accessories** unless they are permanently fixed to the **bicycle** and the **bicycle(s)** are lost or damaged at the same time.
10. Loss or damage by confiscation or detention by customs or other authorised officials.
11. Damage to tyres by application of brakes or by punctures, cuts or bursts.
12. Claims where the **bicycle** has an **insured value** of more than £5,000 inclusive of any extra **fixed accessories**.
13. Theft by a person, or persons, to whom the bicycle is entrusted.
14. Claims where **you** have insured **your bicycle** for less than its **insured value** inclusive of any extra **fixed accessories**.

**Note:** The purpose of this exclusion is to prevent **bicycles** from being part/under-insured.

If, at the time of theft or damage, the amount insured is less than 80% of the value of the **cycle** shown in the schedule, the amount **we** pay will be reduced in the same proportion as the under insurance.

It is **your** responsibility to ensure that the **insured value** of **your bicycle** is correct (or the 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 or is still covered under a manufacturer's warranty.
16. Loss or damage caused by insects, vermin, fungus, domestic pet or any gradually operating cause.
17. Claims where **your** frame number has not been provided to **us**.

# B – Personal Liability

**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 **bicycle**.

## Conditions applicable to this section

1. The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent.
2. The maximum amount **we** will pay under this section is £5 million.

### Making a claim for personal liability

Please call us on **0333 000 1234**

**You** must notify **us** of all claims within 28 days of occurrence.

## Exclusions applicable to this section

1. Any liability or accident outside of **Britain**
2. **You** when aged under 16 or over 85.
3. A deductible of £250 for each and every claim arising from accidental bodily injury, death of any person and damage to third party property.
4. Liability arising from loss or damage to property which belongs to **you**, or is in **your** care, custody or control.
5. Any liability where **you** are entitled to indemnity from another source.
6. Any liability when punitive, exemplary or aggravated damages are awarded against **you**.
7. Indemnity under this section in respect of injury, loss, damage, cost or expenses, of whatsoever nature, directly or indirectly caused by, or resulting from, or in connection with, any act of terrorism.
8. 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
9. Any liability not involving the use of a **bicycle**.
10. Any liability arising from a contract where **you** would have been liable in any event.
11. Any liability whilst using the **bicycle** professionally or for **your occupation** except commuting to and from work, or incidental use of the **bicycle** in the course of **your** work.
12. Any liability whilst using the **bicycle(s)** for racing, pacemaking, time or reliability trials or whilst practising and/or training for any of them.

# C – Cycle Rescue

If **you** are more than one mile from **your** home and suffer a breakdown to **your bicycle** (including punctures) which is irreparable by **you** at the scene, or **you** are unable to complete **your** journey due to an injury, 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 hotel accommodation; or,
- **your** vehicle; or,
- home, if nearer.

In the case of a **bicycle** lock which has been rendered unusable because of vandalism, the **ETA** undertakes to send a recovery vehicle to assist **you** or, in some instances may pay for the service of a locksmith.

**We** will require photographs as evidence of **your** vandalised lock and **you** will need to notify **us** beforehand so that **we** may authorise for a locksmith to be called.

## Making a claim for cycle rescue

If you break down, please call our 24-hour emergency helpline on **0333 000 1234**

## Exclusions applicable to this section

1. Any costs other than the initial call out charge and transportation of **you** and **your bicycle** to one of the above destinations within a 25-mile radius.
2. Any **breakdown** which occurs outside of **Britain**.
3. For new and upgraded policies, claims within the first 24 hours of the purchase date will not be covered.

## Conditions applicable to all sections

1. **You** must be over 16 years of age and a permanent legal resident of Britain.
2. **You** must pay in sterling. **Our** settlements and reimbursements will also be in sterling.
3. **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 may invalidate **your** claim.
4. **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.
5. Other Insurances - If any loss, destruction, damage or liability insured by this policy is covered by any other insurance **we** shall pay only its rateable portion.
6. **We** 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.
7. Unless another law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within Great Britain in which **your** main residence is situated.
8. In the event of a claim payment as a consequence of any insured event, **we** will deem that full liability has been met under the terms of this policy. In no circumstances shall the liability of the insurers exceed the insured value or claim limit.
9. It is possible that a claim may be made under a policy after its expiry so it is important that **you** keep such documents safely.
10. **We** cannot, in all cases, maintain a permanent record of information disclosed to **us** and therefore, it is **your** responsibility to ensure that all proposal forms and documents are correct. Any relevant changes in circumstances or in the risk must be notified to **us** as soon as **you** become aware of them and cover might, in certain circumstances, be invalid until **we** have accepted the changes.
11. **We** invite renewals on the understanding that there have been no changes in the risk.
12. The onus is upon **you** to ensure that all information supplied to **us** is accurate and **we** cannot accept any responsibility in the event of such information being inaccurate. **You** must, upon receipt of a policy schedule, check that the policy accurately reflects **your** instructions and changes required are notified to **us** immediately.
13. **You** have the right to cancel this policy within 14 days of the start date of the policy without giving any reasons and **you** will receive a full refund unless a claim has been made. **We** may keep an amount that reflects the administrative costs of arranging and cancelling the policy.  
  
Should **you** cancel after 14 days **we** will refund **you** with an amount proportionate to the unexpired period remaining on the policy, unless a claim has been made.
14. The **ETA** reserves the right to withdraw and cancel insurances if **you** fail to pay premiums or installments of premiums on demand, or fail within seven days of a written request from **us**, to provide any documentation or information required by **us**. In the event of our cancelling a policy after its beginning or its renewal **our** fees or commission will not be returnable.
15. The **administrators** may make the following charges, regardless of whether the policy has been cancelled or not: £5 for postal charges, £5 for contact charges, £10 for payment method charges. Any such fee will always be notified to **you** in advance and is non-refundable in the event of cancellation after the initial cancellation period has expired.

16. Claims payments will be made in favour of the name shown on the policy. If payment is required to a third party, **we** require a signed mandate instruction to make payment to a specific payee along with a brief explanation of the request.
17. Our files are confidential and **we** reserve the right to refuse to discuss matters relating to **your** insurance or other details held by **us** with any person other than **you** or **your** legal representative. The administrator will treat all **your** information as confidential (even when **you** are no longer a customer) except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance and except where law requires **us**. In accordance with data protection legislation, including the Data Protection Act 1998, **you** are entitled to copies of personal data held by **us** upon written application. If **you** do not wish to receive marketing material from **us** please let us know.
18. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
- a) supply accurate and complete answers to all the questions **we** or the **ETA** may ask as part of **your** application for cover
  - b) to make sure that all information supplied as part of **your** application for cover is true and correct, and
  - c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions ETA Services Ltd ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full. If **you** become aware that information **you** have given ETA Services Ltd is inaccurate or has changed, **you** must inform them as soon as possible.

19. UK General Insurance Ltd are an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.



## General exclusions applicable to all sections

1. 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.
2. This policy does not provide cover for any personal accident or personal liability of any nature, directly or indirectly caused, contributed to, by, or happening through, or in the consequence of:

- a) Any liability in excess of the amount shown in **your** policy
- b) 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 a drug addiction, or drugs prescribed by a registered medical practitioner where a warning against riding has been given, **your** engagement in any illegal or criminal act prescribed for drug addiction, or drugs prescribed by a registered medical practitioner where a warning against riding has been given, **your** engagement in any criminal or illegal act.

3. a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril.

Listed Perils: Fire, Explosion

4. This policy doesn't provide insure any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
5. This policy doesn't provide any loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

Notwithstanding the above and subject otherwise to the terms, conditions, and limitations, this policy will pay actual loss or damage (but not related cost or expense) caused by any act of terrorism provided such act is not directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

6. Any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
- a) irradiation or contamination by Nuclear Material; or
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

## Complaints procedure

**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, or a claim under **your** policy, **you** should contact:

*Customer Care Manager*  
*ETA Services Ltd*  
*68 High Street*  
*WEYBRIDGE*  
*KT13 8RS*

*Tel: 0333 000 1234*  
*Email: [customercare@eta.co.uk](mailto:customercare@eta.co.uk)*

Please remember to always quote **your** **ETA** number in any correspondence. This can be found at the top of **your** **ETA** policy schedule.

If **your** complaint cannot be resolved by the end of the third working day, the **ETA** will pass it to:

*Customer Relations Department*  
*UK General Insurance Limited*  
*Gibraltar Island Road*  
*LEEDS*  
*LS10 1RJ*

*Tel: 0345 218 2685*  
*Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)*

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 0300 123 9123.*

For more information on this visit [www.financial-ombudsman.org.uk](http://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

Great Lakes Insurance SE 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](http://www.fscs.org.uk). **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to:

*Financial Services Compensation Scheme*  
*P O Box 300*  
*Mitcheldean*  
*GL17 1DY*

## Data protection act 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area. If **we** share **your** information outside the EEA **we** will require **your** personal information to be protected to at least UK standards.

## Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you** fails to reveal or hides a fact likely to influence whether **we** accept your proposal, **your** renewal, or any adjustment to **your** policy, fails to reveal or hides a fact likely to influence the cover **we** provide, makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false, sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false, makes a claim under the policy, knowing the claim to be false or fraudulent in any way, makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge, or if **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and back date the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

This policy wording relates to any policy purchased or renewed with a start date on or between:

**1 April 2018 and 31 March 2019 inclusive.**

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

At the **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.









# Cycle Hire Insurance Policy Wording

1 April 2018 to 31 March 2019

Your Journey  
Our World