

Cycle Hire Insurance Policy Wording

Edition date: 1 September 2020 - 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. And with your help, we've been busy.

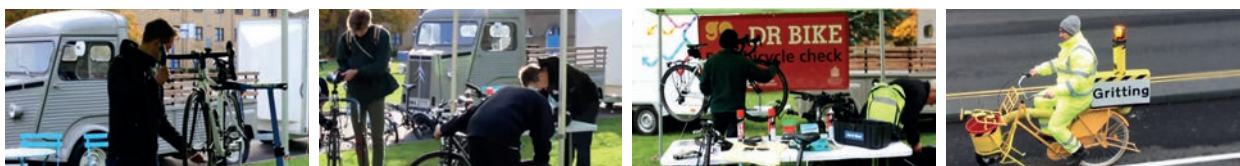
Over the last 12 months, we hosted over 50 cycling roadshows to encourage people onto bikes and started work on a documentary about road danger.

The year ahead promise many more exciting projects including a pedal-powered parklet designed to help folk in urban areas to reclaim road space. 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 you to the ETA and wish you many miles of happy cycling this year.

Andrew Davis

Andrew Davis
Managing Director



Contents

Summary of benefits	4	A – Theft & Damage	12
Important information	5	Which lock do I need?	13
What should I do if I am involved in a road traffic collision?	9	B – Personal Liability	15
Cycle Insurance Policy	11	C – Cycle Rescue	16

Summary of benefits

Benefit	Covers up to	People covered	where
Theft & Damage	Insured value	Anyone on your bicycle	Worldwide
Personal Liability	£2,000,000	Anyone on your bicycle	Britain
Cycle Rescue	25-mile radius	You on any bicycle	Britain

Useful numbers

If you break down on your bicycle in Britain call: (Calls from mobiles or landlines charged as local rate calls)	0333 000 1234
If you are involved in a collision and would like legal advice call: (This free legal advice service is separate and not in any way connected to the contract of insurance between You and Red Sands Insurance Company (Europe) Ltd.)	0345 389 1050
To make a claim, visit www.eta.co.uk to complete our online claim form or call:	0333 000 1234
Customer services number for ETA Services Ltd:	0333 000 1234

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

Free legal advice

ETA have teamed up with leading law firm Shoosmiths to provide you with free legal advice. If **you** have been involved in a road traffic collision or have any questions regarding a personal legal problem, call the **ETA** legal advice line on 0345 389 1050 and quote **your ETA** number. Please note: This free legal advice service is separate and not in any way connected to the contract of insurance between You and Red Sands Insurance Company (Europe) Ltd.

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. 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 or attempted theft where the bicycle has not been secured through its frame to an immoveable object using an approved lock unless:
 - a) The bicycle is in a building classified as: (a) house, (c) a flat; or, (d) a room; where all external doors and windows are locked and theft is occasioned by a forcible and/or violent entry, or;
 - b) The bicycle is stored out of sight from the public in a building classified as: (b) a garage/outbuilding; or (e) a shed; where all external doors and windows are locked and theft is occasioned by a forcible and/or violent entry.
6. Theft from a building where the bicycle is in a communal space, such as (f) a communal hallway; (g) communal outbuilding; or, (h) purpose-built bike container, and it is not secured through its frame to an immovable object with an approved lock and out of sight from the public.
7. Theft or damage by a person, or persons, to whom the bicycle is entrusted.
8. Damage to tyres by application of brakes or by punctures, cuts or bursts.
9. Loss or damage incurred to the bicycle through your professional use as an athlete.
10. Any claims outside of Britain for cover exceeding 31 days during any one trip and a total of 90 days within one period of insurance.
11. Any claims outside of Britain where the trip does not begin and end in Britain.
12. The bicycle has suffered damage because of a manufacturing fault or is still covered under a manufacturer's warranty.
13. Loss or damage caused by wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical breakdown, scratching, misuse, atmospheric or climate conditions.
14. Loss or damage to tyres or accessories unless the bicycle is lost or damaged at the same time.
15. Claims where the bicycle has an insured value of more than £5,000 inclusive of any extra accessories.
16. 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.
17. Loss or damage caused by insects, vermin, fungus, domestic pet or any gradually operating cause.
18. Claims where your frame number has not been provided to us.

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 documentation. Please refer to your documents, which are provided 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 Red Sands Insurance Company (Europe) Limited (Red Sands) is registered in Gibraltar, under number 87598, with a registered office at:

*Level 3
Ocean Village Business Centre
23 Ocean Village Promenade
GIBRALTAR*

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*

Premium

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

Cancellation right

You have the right to cancel this insurance 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.

We reserve 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.

We 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 we 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 our investigations provide evidence of fraud or misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provide us with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and we 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 Red Sands, as well as other insurers, in the future.

Compensation scheme

Red Sands 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. You may also contact the FSCS on their freephone number 0800 678 1100 or 020 7741 4100, by emailing enquiries@fscs.org.uk or you can write to:

*Financial Services Compensation Scheme
PO Box 300
MITCHELDEAN
GL17 1DY*

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,

Regulatory information

Right to vary terms

We may decide to vary the terms and conditions of your policy, or the premium that we charge. In the event that we decide to vary terms, we will give you at least 14 days' written notice of the changes that we intend to make. If you are unwilling to accept our revised terms, you may cancel your policy and you will receive a pro-rata refund for every complete month remaining for that period of cover.

ETA Services Ltd privacy notice

Our privacy notice explains in detail the types of personal data we may collect about you when you interact with us. It also explains how we'll store and handle that data and keep it safe. The policy can be found in full online at www.eta.co.uk/privacy-policy. In addition to our privacy notice, you can also find details of all of our suppliers together with links to their privacy policies. If you would rather we send you a copy, our data protection officer will be pleased to help. Email us at customer care@eta.co.uk or write to us at:

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

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**

Cycle Hire Insurance Policy

ETA Cycle Hire Insurance is arranged by ETA Services Ltd & underwritten by Red Sands Insurance Company (Europe) Limited (Red Sands) is registered in Gibraltar, under number 87598, with a registered office at:

Level 3
Ocean Village Business Centre
23 Ocean Village Promenade
GIBRALTAR

ETA Services Ltd is authorised and regulated by the Financial Conduct Authority.

Red Sands is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services Act 2019 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme (FSCS) and the Association of British Insurers (ABI).

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 (**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 18 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 Red Sands Insurance Company (Europe) Ltd.

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 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 more than £150
but 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 or call us on 0333 000 1234

Significant Exclusions

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. 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 or attempted theft where the **bicycle** has not been secured through its **frame** to an **immoveable object** using an **approved lock** unless:
 - a) The **bicycle** is in a **building** classified as: (a) house, (c) a flat; or, (d) a room; where all external doors and windows are locked and theft is occasioned by a **forcible and/or violent entry**, or;
 - b) The **bicycle** is stored **out of sight** from the public in a **building** classified as: (b) a garage/outbuilding; or (e) a shed; where all external doors and windows are locked and theft is occasioned by a **forcible and/or violent entry**.
6. Theft from a **building** where the **bicycle** is in a **communal** space, such as (f) a: **communal** hallway; (g) **communal** outbuilding; or, (h) purpose-built bike container, and it is not secured through its **frame** to an **immoveable object** with an **approved lock** and **out of sight** from the public.
7. Theft or damage by a person, or persons, to whom the **bicycle** is entrusted.
8. Damage to tyres by application of brakes or by punctures, cuts or bursts.
9. Loss or damage incurred to the **bicycle** through your **professional use** as an athlete.
10. Any claims outside of **Britain** for cover exceeding 31 days during any one trip and a total of 90 days within one **period of insurance**.
11. Any claims outside of **Britain** where the trip does not begin and end in **Britain**.
12. The bicycle has suffered damage because of a manufacturing fault or is still covered under a manufacturer's warranty.
13. Loss or damage caused by wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical breakdown, scratching, misuse, atmospheric or climate conditions.
14. Loss or damage to tyres or accessories unless the bicycle is lost or damaged at the same time.
15. Claims where the bicycle has an insured value of more than £5,000 inclusive of any extra accessories.
16. 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.
17. Loss or damage caused by insects, vermin, fungus, domestic pet or any gradually operating cause.
18. Claims where your frame number has not been provided to us.

Exclusions applicable to get you home cover

1. Any costs other than the taxi fare to transport **you** and **your bicycle** 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.

Exclusions applicable to cycle hire

1. This benefit can only be claimed as part of a claim for repair or replacement of the insured **bicycle**.
2. When the costs of hire have not been agreed with **us**.
3. Where **our** prior authority has not been obtained.
4. Where the costs of hire are greater than a normal charge through a recognised supplier.
5. Where the costs exceed more than £250 during any one **period of insurance**.
6. Where the costs are in excess of the value of the **bicycle** or repair costs.
7. Where evidence of expenditure cannot be provided.
8. Where costs are incurred by anyone other than **you**.

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 £2 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 18 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 18 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.
 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 General Data Protection Regulation, **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.

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.

- 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*

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

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:

*The Financial Ombudsman Service
Exchange Tower
LONDON
E14 9SR*

*Tel: 0800 678 1100 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk*

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.

Red Sands privacy notice

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

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

Our Privacy Principles:

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

Information we may collect or receive about you:

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

How we use your Information:

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

Disclosure of Personal Data:

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

International Transfer of Data:

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

Your Rights:

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

If **you** have any questions concerning **our** use of **your** personal data, please contact:

*Red Sands Insurance Company (Europe) Limited
Level 3 Ocean Village Business Centre
23 Ocean Village Promenade
GIBRALTAR
GX11 1AA*

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

1 September 2020

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.

Notes

Notes



Cycle Hire Insurance Policy Wording

Edition date: 1 September 2020 - v1



Your Journey
Our World