

Cycle 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 an ethical 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
Managing Director

*Britain's most ethical in the insurance category of the [Good Shopping Guide](#)



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Summary of benefits

Benefit	Covers up to	People covered	Where*	Page
Theft and damage	Insured value (as per your ETA schedule)	You and your family on your bicycle	Britain, Europe, Worldwide	10
Equipment and accessories	£500 (see table on page 11)	You and your family on your bicycle	Britain, Europe, Worldwide	11
Get you home cover	£100	You on your bicycle	Britain, Europe, Worldwide	11
Replacement cycle hire	£250	You and your family on your bicycle	Britain, Europe, Worldwide	11
Personal accident	£20,000	You and your family on your bicycle	Britain, Europe	12
Personal liability	£2,000,000	You on any bicycle and you and your family on your bicycle	Britain	13
Cycle rescue	25 mile radius	You on any bicycle	Britain	14
Loss of earnings cover	£250 per week	You and your family on your bicycle	Britain, Europe	14

*Cover outside of Britain is restricted; refer to points 1 and 2 on page 16 for full details

Important numbers

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 hard of hearing you can TEXT us on: (breakdown only)	0753 7404 890
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 claim form or call:	0333 000 1234
Customer Services number for ETA Services Ltd:	0333 000 1234

Cycle insurance policy

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your** policy schedule and this policy document, subject to the terms, conditions, and limitations shown in this document.

Your cover is valid from and until the dates specified on **your** policy schedule.

Please take the time to read this policy document to understand the level of cover provided.

This insurance is arranged by **ETA Services Ltd** and underwritten by Red Sands Insurance Company (Europe) Ltd (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*

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).

Excess

The excess applicable to claims for theft and damage 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 £100.

Definitions

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

Accessories and Equipment means:

- a) any **equipment** added and fixed to the **bicycle** in addition to the manufacturer's original specification, including trailers and passenger carrying trailers, which to remove would require the use of a tool
- b) any item that is efficient in the pursuit of cycling, but is not essential to the operation of the **bicycle**, including and limited to baskets, bells, bottles, cycle clothing, cycle computers (not including mobile phones), cycle shoes, cycle-specific cameras (helmet, **frame** or handlebar mounted), heart rate monitors, helmets, lights, mirrors, pannier racks and saddle bags.

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

Administrator/ETA means ETA Services Ltd

Approved Lock means:

- a) a nominated **bicycle** lock from the appropriate category of the Sold Secure website www.soldsecure.com (**bicycles** that have an **insured value** of less than £250 require a Bronze rated lock, **bicycles** that have an **insured value** of less than £1,500 require a Silver rated lock and **bicycles** 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 on **your** schedule.

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 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.

Emergency Dental Treatment means any emergency dental treatment costs incurred by **you** for the immediate relief of pain to natural teeth as a result of a cycling accident. Treatment must be within 7 days of the accident.

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 and details of the **bicycle**, **approved lock** and/or **accessories**, 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.

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 the ETA 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**) excluding any discount offered.

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** schedule 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.

Temporary total disability means **injury** following an accident which entirely prevents **you** from working in **your** usual business or **occupation**.

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** schedule.

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**.

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 the ETA on **0333 000 1234**

A – Theft and damage

We will pay **you** against theft, accidental loss or **accidental damage to your bicycle(s)**. Cover also applies if theft or damage occurs while the **bicycle** is used by any member of **your family** (provided **you** have given permission).

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

Cycle theft and damage

What you are covered for:

1. 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** schedule, less any excess.
2. We will reimburse the cost of any crash assessment fees, up to a maximum claim of £40 provided that evidence is supported by a dated invoice from a VAT registered cycle shop.

What you are not covered for:

1. Any claim where **you** are not able to produce evidence of proof of purchase of the **bicycle** in the form of an original purchase receipt or valuation certificate.
2. Any claims for damage that have not been approved by **us** prior to repairs being carried out.
3. Theft or damage to the **bicycle** that has not been reported to the police, and a crime reference number obtained, within 24 hours of the incident.
4. Any claim where **you** have not provided **your bicycle's** frame number to **us** prior to the incident date.
5. Loss or damage caused by an airline that have not been reported at the time of the incident and prior to **you** leaving the airport.
6. Theft where **your bicycle** has not been secured to an **immovable object** using an **approved lock** and has been left in a location where **public access** could be achieved.
7. Any claim where **you** have declared the use of an **approved lock** but have been unable to prove ownership of an **approved lock**.
8. Theft or attempted theft where the **bicycle** has not been secured through its **frame** to an **immovable 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

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** will be happy to send **you** a claim form by post.

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

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**.

9. Theft from a **building** where the **bicycle** is in (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.
10. 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 within **your** permanent place of employment, this is increased to 24 hours.
11. Theft or damage by a person, or persons, to whom the **bicycle** is entrusted.
12. Loss or damage caused by wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical failure, denting, scratching, misuse, atmospheric or climatic conditions, or any cosmetic change that does not impair the function and/or performance of the **bicycle**.
13. Loss or damage to tyres or **accessories and equipment** unless the **bicycle(s)** are lost or damaged at the same time.
14. Damage to tyres by application of brakes or by punctures, cuts or bursts.
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 incurred to the **bicycle** through **your professional use** as an athlete.
17. Loss or damage occurring whilst in the custody of an airline or courier unless:

- a) a receipt has been obtained from the airline/ carrier for the period of transportation confirming their acceptance of responsibility for the **bicycle**, and;
 - b) **you** have complied with the carrier's terms and conditions and packaging/storage requirements, and;
 - c) it is reported at the time of incidence.
18. Loss or damage by confiscation or detention by customs or other authorised officials.
19. 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. If, at the time of theft or damage, the amount insured is less than 80% of the value of the **bicycle** 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.

20. Loss or damage caused by insects, vermin, fungus, domestic pets or any gradually operating cause.
21. Claims where the **bicycle** has an **insured value** of more than £6,000.
22. Theft from inside a vehicle where the **bicycle** has not been stored **out of sight** and there is no evidence of **forcible and/or violent entry**.
23. Claims for any **bicycle** left **unattended** during triathlon events, unless it is left in a supervised transition area.

Equipment and accessories

What you are covered for:

1. **We** will pay for the replacement of any **equipment and/or accessories** stolen or damaged based on the **insured value** of the **bicycle** (see table below)

Insured value	Covers up to
Up to £1,000	£100
Up to £2,000	£200
Up to £3,000	£300
Up to £4,000	£400
Up to £6,000	£500

What you are not covered for:

1. Any claim for **equipment and/or accessories** where the **bicycle** has not been stolen or damaged at the same time.
2. Claims where you are not able to provide **us** with **evidence of ownership**.
3. Marring, scratching, denting, wear and tear or, any cosmetic change which does not impair the function and performance of the **accessories and/or equipment**.
4. Any claim where the replacement cost exceeds the original purchase price of the item(s).

Get you home cover

What you are covered for:

1. If **you** suffer **accidental damage** or theft to **your bicycle** occurring more than one mile from **your** home (or temporary residence while outside of **Britain**), **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.

What you are not covered for:

1. Any claim for a taxi where the **bicycle** has not been stolen or damaged at the same time.
2. Any costs other than the taxi fare to transport **you** and **your bicycle** to **your** onward destination.
3. Any claim where the cost exceeds £100 during any one claim.
4. Any claim where evidence of expenditure cannot be provided.

Cycle hire cover

What you are covered for:

1. **We** will reimburse the hire costs of a replacement **bicycle** whilst **your** claim is being processed.

What you are not covered for:

1. Any claim for cycle hire where the **bicycle** has not been stolen or damaged.
2. Any claim where evidence of expenditure cannot be provided.
3. Claims for hire costs where **our** prior authority has not been obtained.
4. Any claim where the cost exceeds £250 during any one claim.

B – Personal accident

We will provide compensation in the event of injuries, disability or death caused solely by violent, accidental, external and visible events.

What you are covered for:

1. If **you** or any member of **your family** who has **your** consent to use the **bicycle** detailed on **your** policy schedule are involved in an accident which, solely and independently of any other cause, leads to bodily **injury** or results in death, loss of limb, loss of sight or permanent total disablement, **we** will pay the following amounts under this section (benefit under this section shall be payable to **you**, **your** executors and/or **your** nominees, and is limited to a maximum of £20,000 per person).

Loss of Limb	£10,000
Loss of Sight	£10,000
Permanent Total Disablement	£10,000
Death	£20,000
Emergency Dental Treatment	£750

What you are not covered for:

1. Where **you** are aged under 18 or over 85.
2. **Permanent total disablement** benefit when over 65.
3. Any accident which occurs outside of **Europe**.
4. Any accident whilst using the **bicycle** for **professional use** or for **your occupation** use except commuting to and from work, or incidental use of the **bicycle** in the course of **your** work.
5. Any benefit when **your** death, **injury** or loss does not occur within 180 days of the accident; or personal liability of whatsoever nature, directly or indirectly caused, or contributed to.
6. Any benefit where **you** cannot prove to **us** that the **permanent total disablement** which has continued for at least 12 calendar months 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.

Making a claim for personal accident

Please call **us** on **0333 000 1234**

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

7. More than one benefit under this section.
8. Any accident not involving the use of a **bicycle**.
9. Any pre-existing condition.
10. **Emergency dental treatment** that is purely cosmetic or for aesthetic purposes, for example:
 - a) any treatment **you** elect to have, such as crowns, bridges, inlays and onlays, which are not clinically necessary;
 - b) replacement of silver-coloured fillings with white fillings;
 - c) tooth whitening, including bleaching and laser whitening, veneers or orthodontic treatment.
11. Any **Emergency Dental Treatment** which occurs seven days after a cycling accident.

C – Personal liability

Personal liability occurs in the event of an accident, that results in bodily injury or property damage that **you** are held legally responsible for.

What you are covered for:

1. **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, up to £2,000,000, which arises from either **your** use of any **bicycle** or any member of **your family** who has **your** consent to use the **bicycle** detailed on **your** policy schedule.
2. The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent.

What you are not covered for:

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.

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.

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** for **professional use** or **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.

D – Cycle rescue

Emergency roadside recovery when **you** are stranded with your bike.

What you are covered for:

1. If **you** are more than one mile from **your** home and suffer a **breakdown** on a **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.

Making a claim for cycle rescue

If **you** break down, please call **our** 24-hour emergency helpline on **0333 000 1234**. **We** make take credit card details if for reasons outside **our** control **we** are unable to confirm **your** coverage.

What you are not covered for:

1. Any costs other than the initial call out charge and transportation of **you** and the **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.
4. Any claims where **you** cannot provide receipts for any reclaimable expenditure.

E – Loss of earnings

If **you** are injured and cannot work, **our** loss of earnings cover is there to support **you**. It pays a proportion of **your** lost earnings so that **you** can concentrate on looking after **your** health.

What you are covered for:

1. **We** will pay **you** up to £250 per week if, at any time whilst **you** are using the **bicycle**, **you** are involved in an accident which, solely and independently of any other cause, leads to bodily **injury** which results in **temporary total disability** (benefits under this section shall be payable to **you** or **your** nominees).

What you are not covered for:

1. Any claim exceeding 75% of **your** usual average weekly net wage.
2. Any incident which occurs outside of **Europe**.
3. Any accident not involving the use of a **bicycle**.
4. Any accident whilst using the **bicycle** for **professional use**, or for **your occupation** use except commuting to and from work, or incidental use of the **bicycle** during **your** work.
5. Any claim for a period after 52 weeks from the date of the accident.

6. Any claim before six consecutive weeks from the date of accident where **you** have suffered from **temporary total disability**.
7. Any loss of earnings that occur after 52 weeks from the date of the accident.
8. Any claim for **temporary total disability** covered by this insurance which results in death within 52 weeks of the date of accident and before **we** have paid any claim under this section. **We** will only pay the amount shown in the schedule for accidental death. If **we** have made any payment for weekly benefit under **temporary total disability**, **we** will take this amount from any fixed benefit **we** later pay for under the [Personal Accident](#) section.

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, other than by Section B, is covered by any other insurance **we** shall pay only its rateable portion.
6. 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.
7. 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.
8. **We** invite renewals on the understanding that there have been no changes in the risk.
9. 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.
10. 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 **ETA 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.
11. 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.
12. Prior to the settlement of a claim for loss or damage where the **equipment and accessories** are deemed a total loss, **we** have the right to take and keep possession of them, and deal with the salvage in a reasonable manner.
13. Should the **bicycle** have been recovered, **you** shall not abandon any **bicycle** to **us**, but it is **your** responsibility to notify **us**.
14. 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.

Exclusions applicable to all sections

1. For policies paid for on a monthly basis, any claims outside of **Britain** for cover exceeding 31 days during any one **period of insurance**.
2. For policies paid for on an annual basis, any claims outside of **Britain** for cover exceeding a total of 90 days in any one **period of insurance**.
3. Any claims outside of **Britain** where the trip does not begin and end in **Britain**.
4. 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**.
5. This policy does not provide cover for theft and **accidental damage**, any personal accident, personal liability or loss of earnings 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.
 - c) Any accident directly or indirectly resulting from stress, dementia, trauma or psychiatric illness.
6. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
7. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
8. Any direct or indirect consequence of:
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
9. Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Customer information

Information you have provided

You must take reasonable care to supply accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy.

You must notify **ETA Services Ltd** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **ETA Services Ltd** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, **we** may not pay any claim in full or **your** policy could be invalid.

Cancellation right

You have the right to cancel this insurance within 14 days of the start date of the policy or when **you** received the policy documents, if this is later, without giving any reasons, and **you** will receive a full refund unless a claim has been made. The **ETA** may keep an amount that reflects the administrative costs of arranging and cancelling the policy. For policies paid for on an annual basis, 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. For policies issued on a monthly contract, should **you** cancel after 14 days no refund will be due and **we** will stop any future monthly payments being taken.

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 the **ETA** cancelling a policy after its beginning or its renewal, their 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 **you** were asked.

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 cover has been provided. 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 Insurance Company (Europe) Ltd, as well as other **insurers**, in the future.

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. 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.

Governing law

Unless some other law is agreed in writing this policy is governed by English law.

Compensation scheme

Red Sands Insurance Company (Europe) Ltd 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

Fraudulent claims

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to:

- making a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
- sending **us** or anyone acting on our behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or;
- acting dishonestly or exaggerating a claim.

We:

- a) are not liable to pay the claim; and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and,
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

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 refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service

Exchange Tower

LONDON

E14 9SR

Tel: 0800 678 1100 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

EU online dispute resolution portal

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Privacy notices

ETA Services Ltd privacy notice

ETA privacy notice explains in detail the types of personal data **ETA** may collect about **you** when **you** interact with **ETA**. It also explains how **ETA** 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 **ETA's** privacy notice, **you** can also find details of all of **ETA's** suppliers together with links to their privacy policies. If **you** would rather **ETA** send **you** a copy, the data protection officer will be pleased to help. Email **ETA** at customercare@eta.co.uk or write to **ETA** at:

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

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.



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Your Journey
Our World