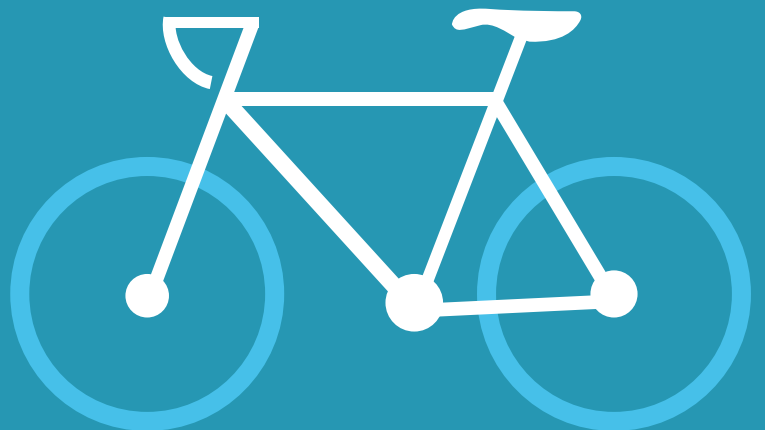




The **Ethical**  
Choice

# Cycle Insurance Policy Wording

Edition date: 11 August 2022 - V1





The **Ethical**  
Choice

**Thank you for choosing the ETA – and if you’re a first-time customer, then a very warm welcome to you.**

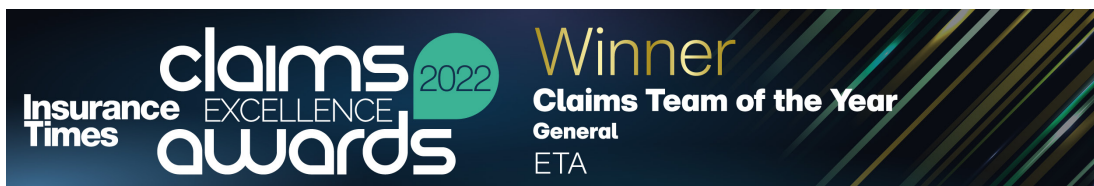
For over 30 years, we’ve been known for being efficient, friendly and environmentally friendly - a reputation that’s reinforced year after year by The Good Shopping Guide naming us the UK’s most ethical provider. However, what really sets us apart from the competition is our campaigning for sustainable transport and, in particular, cycling. We see cycling as far more than simply a sport. After all, it boosts health and wellbeing, helps foster liveable neighbourhoods, reduces pollution and helps tackle the climate emergency.

It’s why our campaigns over the years have included Car Free Day, Green Transport Week and cycling roadshows to mention just a few. Whatever your own reasons for cycling, we salute you. You’re doing wonders for your health, the environment and you’re sending a powerful message of encouragement to those yet to take it up. We look forward to supporting you and millions of other cyclists over the next 30 years. On behalf of our team, we welcome you to the ETA and wish you many miles of happy cycling this year.

**Thank you once again for choosing us. We’re here if you need us.**

**Becky Gibbins**  
CEO

**Gary Smith**  
CEO



# Contents

Summary of benefits	4
Important numbers	4
Cycle insurance policy	5
Excess	5
Definitions	6
What should I do if I am involved in a road traffic collision?	8
Which lock do I need?	9
A – Theft and damage	10
B – Personal accident	13
C – Personal liability	14
D – Cycle rescue	16
E - Loss of earnings	17
Conditions applicable to all sections	18
Exclusions applicable to all sections	19
Customer information - how to claim, cancel or make a complaint	20
Privacy notices	22

# 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	Worldwide	<a href="#">10</a>
Equipment and accessories	£1,000 (see table on page 11)	You and your family on your bicycle	Worldwide	<a href="#">11</a>
Get you home cover	£250	You and your family on your bicycle	Worldwide	<a href="#">11</a>
Replacement cycle hire	£500	You and your family on your bicycle	Worldwide	<a href="#">12</a>
Personal accident	£20,000	You and your family on your bicycle	Worldwide	<a href="#">13</a>
Personal liability	£2,000,000	You on any bicycle and you and your family on your bicycle	Worldwide	<a href="#">14</a>
Cycle rescue	25 mile radius	You on any bicycle	Europe	<a href="#">16</a>
Loss of earnings cover	£250 per week	You on any bicycle	Worldwide	<a href="#">17</a>

\*Cover outside of Britain is restricted; refer to points 1 and 2 on page 18 for full details

# Important numbers

Useful numbers	
<b>If you break down on your bicycle in Britain call:</b> (calls from mobiles or landlines charged as local rate calls)	<b>01206 785 968</b>
<b>If you break down on your bicycle in Europe call:</b> (calls from mobiles or landlines charged as local rate calls)	<b>01206 785 968</b>
<b>If you are hard of hearing you can TEXT us on:</b> (cycle rescue only)	<b>07537 404 890</b>
<b>If you are involved in a collision and would like legal advice call:</b> (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.)	<b>0345 389 1050</b>
<b>To make a claim, visit <a href="https://my.eta.co.uk/manage/login">https://my.eta.co.uk/manage/login</a> to complete our claim form or call:</b>	<b>0333 000 1234</b>
<b>Customer Services number for ETA Services Ltd:</b>	<b>0333 000 1234</b>

# 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 8BL*

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 authorised and regulated by the Gibraltar Financial Services Commission and is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority in respect of business underwritten in the UK (No: 231635). Red Sands 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 and a maximum of £500.

Claims where your 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 and a maximum of £500.

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 and a maximum of £500.

# 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 bicycle batteries, 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 nominated lock from the appropriate category of the Sold Secure website [www.soldsecure.com](http://www.soldsecure.com) (**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).

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**, as specified on **your** policy schedule, which is **your** property, or for which **you** are legally responsible, and 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 or electrical failure, which immediately renders the **bicycle** immobilised or dangerous to ride. This definition shall also include breakdowns as a result of punctures.

**Call Assist** means our cycle rescue claims administrator.

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

**Emergency Dental Treatment** means any emergency dental treatment costs incurred by **you** or **your family** for the immediate relief of pain to natural teeth as a result of a cycling accident.

**ETA** means ETA Services Ltd.

**Europe** means territories of the member states that are governed by European Union law, including Norway and Switzerland.

**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 residing at the same address as **you** and using **your** bicycle with **your** consent.

**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 or over 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 **you/your family's** business, job, line of work, the principal activity in **you/your family's** life that **you/your family** do to earn money.

**Other bicycles** means **any other bicycles** that **you** have permission to ride, which are separate from the one detailed in **your** policy schedule.

**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/your family** 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 and/or violent access.

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

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

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

**We/Our/Us/Insurers** means Red Sands Insurance Company (Europe) Ltd.

**Worldwide** means any country (sections B and C exclude the USA and Canada).

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

As part of making a successful claim for cycle theft, **you** must use a Sold Secure lock with a rating of either Silver or Gold, depending on the **insured 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 should only be used to secure **accessories**.



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



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

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

Note: If you purchased your policy prior to 11 August 2022, with an insured value up to £250, and the requirement was for you to lock your bicycle with a Bronze rated lock, you may, continue to use this lock as before.

# A – Theft and damage

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

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

## Theft, accidental loss 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 through its frame 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**.

### Making a claim for theft or damage

Visit [my.eta.co.uk/manage/login](https://my.eta.co.uk/manage/login) to complete an online claim form or call **0333 000 1234** to have a claim form sent to **you** by post.

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

8. Theft or attempted theft of **your bicycle** where it 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 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 a: (f) **communal** hallway; (g) **communal** outbuilding; or, (h) a privately-accessed, metal, purpose-built bike container, and it has not been 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 18 hours at any one time. For **bicycles** left at train stations with **public access** or on the premises within **your** permanent place of employment, this is increased to 24 hours.
11. Theft or intentional 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**.
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. Where **you** have insured **your bicycle** for less than its **insured value**, **we** may reduce the value of **your** settlement.
 

Note: The purpose of this exclusion is to prevent **bicycles** from being part/under insured. If, at the time of theft or damage, the **insured value** is less than 80% of the recommended retail price of **your bicycle**, the amount **we** will pay will be reduced by 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 £15,000.
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 £5,000	£500
Up to £6,000	£600
Up to £7,000	£700
Up to £8,000	£800
Up to £9,000	£900
Up to £15,000	£1,000

### 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 a 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 £250 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 £500 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.

## Making a claim for personal accident

Visit [my.eta.co.uk/manage/login](https://my.eta.co.uk/manage/login) to complete an online claim form or call **0333 000 1234** to have a claim form **sent to you** by post.

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

### What you are covered for:

1. If **you** or any member of **your family**, who has **your** consent to use the **bicycle** detailed in **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.

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** or **your family** are aged under 18.
2. **Permanent total disablement** benefit when over the age of 65.
3. Any claim for an accident that occurs in the USA or Canada.
4. Any accident where **you** or **your family** have used **your** bicycle for **professional use**, or for **your/their occupation** (except commuting to and from work, or incidental use in the course of **your/their** work).
5. Any benefit when 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** or **your family** cannot prove to **us** that the **permanent total disablement** which has continued for at least 12 calendar months entirely prevents **you** or **your family** from attending to any business or **occupation** of any kind, and at the end of that period being beyond the hope of improvement.
7. More than one benefit under this section.
8. Any accident not involving the use of **your bicycle**.
9. Any pre-existing condition.
10. **Emergency dental treatment** that is purely cosmetic or for aesthetic purposes, for example:
  - a) any treatment **you** or **your family** 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 more than 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** or **your family** are held legally responsible for.

## Making a claim for personal liability

Visit [my.eta.co.uk/manage/login](https://my.eta.co.uk/manage/login) to complete an online claim form or call **0333 000 1234** to have a claim form **sent to you** by post.

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

### What you are covered for:

1. **We** will pay for accidental bodily **injury**, death, or **accidental damage** to any person or **accidental damage** to third party property, up to £2 million, which arises from either **you** or **your family's** use of **your bicycle**, or **your** use of any **other bicycles** as a result of an accident whereby **you** or **your family** are held legally responsible.
2. The total amount payable includes reasonable defence costs and expenses incurred by **you** or **your family** with **our** written consent.

### What you are not covered for:

1. Any claim for liability or accident in the USA or Canada.
2. Where **you** or **your family** are under the age of 18.
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, or is in the care, custody or control of **you** or **your family**.
5. Any liability where **you** or **your family** are entitled to indemnity from another source.
6. Any liability when punitive, exemplary or aggravated damages are awarded against **you** or **your family**.
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 employees of **you** or **your family**, or members of **your family** or household, or to their property;
- b) arising out of, or in connection with, **yours** or **your family's 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 **your bicycle**, or **other bicycles**.

10. Any liability arising from a contract where **you** or **your family** would have been liable in any event.

11. Any liability where **you** or **your family** have used **your bicycle**, or **you** have used **other bicycles** for **professional use**, or for **your/their** occupation (except commuting to and from work, or incidental use in the course of **your/their** work).

12. Any claim where **you** or **your family** have used **your bicycle**, or you have used **other bicycles** for racing, pacemaking, time or reliability trials or whilst practising and/or training for any of them.

13. Any claim where **your bicycle** has been used without **your** permission.

14. Any claim where **you** or **your family** have used **your bicycle**, or **you** have used **other bicycles** beyond the manufacturers design, or the riders competence.
15. Any claim for an event caused by a deliberate act, whereby an accident could be reasonably foreseen/expected.

### Specific conditions:

1. **You** or **your family** must not admit responsibility, offer promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. **You** must inform the **ETA** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings, and send any correspondence and documentation **you** receive without replying to it.
3. **You** must allow **us** to take over and conduct in **your** name or **your family's** name the defence or settlement of any claim for **our** own benefit.
4. **You** must allow **us** to instigate proceedings in **our** name, at **our** own expense and for **our** own benefit, to recover compensation or secure an indemnity from any third party and provide **us** with all information and assistance as **we** may require.
5. For any claim or series of claims, **we** may at any time pay **you** the amount of the limit of indemnity, or any lower amount which the claim(s) can be settled for thereafter.
6. **We** will have no further liability in respect of the claim(s) except for the third party's costs and expenses incurred up to the date of payment, up to the limit of the indemnity.



# D – Cycle rescue

Emergency roadside recovery for **you** and **your bicycle**, or **other bicycles**.

## Making a claim for cycle rescue

If **you** break down, please call the 24-hour emergency helpline on **01206 785 968**.

**Call Assist** make take credit card details, if for reasons outside of their control, they are unable to confirm **your** cover.

### What you are covered for:

1. If **you** are more than one mile from **your** home and suffer a breakdown on **your bicycle**, or **other bicycles** (including punctures) which is irreparable by **you** at the scene, or **you** are unable to complete **your** journey due to an **injury**, **Call Assist** will arrange to take you 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.

### What you are not covered for:

1. Any costs other than the initial call out charge and recovery costs to a destination within a 25-mile radius.
2. Any **breakdown** which occurs outside of **Europe**.
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.
5. Any claim for reimbursement where **Call Assist** has not been notified prior to expenses being incurred and authorised.



# 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.

## Making a claim for loss of earnings

Visit [my.eta.co.uk/manage/login](https://my.eta.co.uk/manage/login) to complete an online claim form or call **0333 000 1234** to have a claim form **sent to you** by post.

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

### What you are covered for:

1. **We** will pay **you** up to £250 per week if, at any time whilst **you** are using **your bicycle**, or any **other bicycles**, 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 accident which occurs in the USA or Canada.
3. Any accident not involving **your bicycle**, or any **other bicycles**.
4. Any accident whilst using **your bicycle**, or any **other bicycles** for **professional use**, or for **your occupation** except commuting to and from work, or incidental use of **your bicycle**, or any **other bicycles** 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 the accident has passed, 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 the accident, and before we have paid any claim under this section, **we** will only pay the amount shown 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 18 years of age or over, and a permanent legal resident of **Britain** in order to purchase this insurance.
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. Subrogation - If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for our **own** benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.
5. Other Insurances – Other than section B **we** shall not cover **you** for any liability where **you** are entitled to indemnity from another source.
6. Under 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 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.
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** be recovered during, or after a claim, **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 monthly policies, any claims outside of **Britain** for cover exceeding 31 days during any one **period of insurance**.
2. For annual policies, any claims outside of **Britain** for cover exceeding a total of 60 days in any one trip.
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 must 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 valid claim has been made. 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 valid claim has been made. For policies issued on a monthly basis, should **you** cancel after 14 days of the monthly term, 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 instalments 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 notice will be sent to **your** email address held on file, or to **your** last known postal address, if no email address has been provided. Valid reasons may include but are not limited to:

- a) A change in **your** circumstances means that **we** can no longer provide cover
- b) Non-payment of premium
- c) Failure to provide documents
- d) Threatening and abusive behaviour

- e) Non-compliance with policy terms and conditions
- f) Where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- g) Where **you** have misrepresented or provided false information to the questions asked when **you** purchased, renewed, or amended **your** policy

If **we** cancel **your** 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** provided 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. Please note; this is a free legal advice service and is in no way connected to the contract of insurance between **You** and Red Sands Insurance Company (Europe) Ltd.

## Governing law

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](http://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](mailto: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

**ETA** does everything they can to make sure that their customers get the high standard of service they expect. If **you** feel **you** have cause for complaint regarding the information and advice about **your** policy, or a claim under **your** policy, **you** should contact:

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

*Tel: 0333 000 1234*

*Email: [customercare@eta.co.uk](mailto:customercare@eta.co.uk)*

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

We aim to respond to complaints within three working days from receipt of your complaint. However, if it is not possible to reach an agreement and the internal complaints procedure has been exhausted, **you** have the right to refer **your** complaint to the Financial Ombudsman Service, but **you** must do so within 6 months of **ETA's** final response to **you**.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://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](mailto:complaint.info@financial-ombudsman.org.uk)*



# 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](http://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](mailto: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:

**11 August 2022**

**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.*





The Ethical  
Choice

# Cycle Insurance Policy Wording

Edition date: 11 August 2022 - V1

