

# WELCOME TO YOUR YELLOW JERSEY & PEDDLE MY WHEELS GROUP POLICY WORDING

We agree to insure **your customers** under the terms, conditions and exceptions contained in this policy wording, and outlined in the **schedule**. **Your customers** are insured for any liability, loss or damage occurring in a **period of insurance** for which **you** have paid, or agreed to pay a premium and only where your **customer** has opted-in. English law governs this insurance.

This document is a legally binding contract of insurance between **you** and **us**. We provide complete pre-contractual and contractual information about the product in the **schedule** and the statement of facts.

## COVER SUMMARY

This section is intended to provide a summary of the main coverage of the insurance policy and should refer to the main sections of the policy wording for complete information on all the conditions, including those of security.

This insurance covers all sections of cover under this policy for claims occurring anywhere the UK.

Section	Cover	Excess	Exclusions
Pedal cycles and Accessories	are covered for theft, accidental and malicious damage at or away from the home.	£100	- Theft if your customer has not complied with the security requirements. - Theft of any accessories or wheels unless the pedal cycle is stolen at the same time. - Clothing. - Theft from home when the pedal cycle is stored outside. - Cosmetic damage. - Courier cycling.
Public liability	up to £2,000,000.	Nil	- Family members under age 16 or over age 85. - Cover in race events, sportives and charity events. - Liability arising whilst riding a pedal cycle not listed on the register. - Courier cycling.
Family cover	covers your customer's pedal cycle(s) when loaned to family members.	n/a	
Legal expenses	up to £100,000 per claim.	Nil	- Injuries that develop gradually or that do not arise from physical injury. - Injuries occurring outside of the UK.

## IF YOUR CUSTOMER HAS IN AN ACCIDENT – THEY SHOULD REMEMBER THE FOLLOWING:

- Always exchange details with the other drivers/cyclists, including names, addresses, registration numbers and Insurer names and policy numbers.
- Obtain witness details, including those of passengers in any vehicle involved.
- If a camera is available, and it is safe to do so, before they are moved, take photos of the vehicle positions and the vehicle damage, as they may assist with establishing liability.
- Do not discuss whose fault the **accident** was or accept any responsibility.
- If anybody is injured or details are not exchanged at the scene, then report the matter to the police within 24 hours.
- Do not answer directly any correspondence received from any representatives of the other parties involved.
- Ensure claims are submitted to Yellow Jersey Claims via the on-line client area within 28 days.
- All incidents, no matter how minor they may seem, must be reported.

## IF YOUR CUSTOMER IS INVOLVED IN AN ACCIDENT WHICH IS NOT THEIR FAULT

- under no circumstances should **your customer** instruct a lawyer as **our** legal expenses provider will not pay any costs incurred without prior agreement.
- Once a claim is submitted, if an advisor believes the **accident** is not **your customer's** fault, **we** will arrange a legal expert to make contact, they will help claim back uninsured losses including claiming compensation for any injuries.
- ensure no contact is made with anyone else regarding claiming back damages or compensation for personal injury until **you** hear from **us**.

## GO TO THE YELLOW JERSEY WEBSITE TO SUBMIT A CLAIM: <https://www.yellowjersey.co.uk/pmw-claims/>

A team of experienced handlers will manage **your** claim and provide appropriate professional advice to progress **your** application as swiftly as possible with minimum inconvenience to all involved. Remember that it is a condition of **your** policy to provide all information and assistance **we** may require during **our** investigations. Failure to do so may result in unnecessary delays, expense or **your** claim not being paid.

## DEFINITIONS

The following words or phrases have the same meaning whenever they appear in this document and the **schedule**. The use of bold print highlights these words.

**Accident / accidental** - A sudden or unexpected crash, fall or impact whilst using or transporting **your pedal cycle** which causes damage to **you** and/or **your pedal cycle**, during the **period of insurance**.

**Accessories** – **pedal cycle** related equipment which is not essential to its operation, including but not limited to, saddlebags, bike computers, bottle cages, bottles.

**Appointed Advisor** - the solicitor or other advisor appointed by ARAG to act on behalf of **you**.

**Approved Lock** - a lock which at the time of purchase was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of **pedal cycle** locks, and which is appropriate to the **value of your pedal cycle**.

**Bodily injury** - death or identifiable physical injury resulting solely and independently from an **accident**.

**Collective Conditional Fee Agreement** - a legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay his or her professional fees on the basis of 100% "no-win no-fee".

**Conditional Fee Agreement** - a legally enforceable agreement entered into between **you** and **appointed advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

**Courier Cycling** – cycling to collect or deliver items of any kind, in a professional context, including the carriage of passengers.

**Customer** – a subscriber agreeing to **your** terms of business, who has hired one of **your pedal cycles**, opted-in for the group policy, and been added the official **register**.

**Family** - parents, spouse, partner, son, daughter or siblings, who permanently live with **your customer**.

**Forcible and Violent Entry** –

- 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**

**Immovable** -

- a) An object which cannot be undone or removed unless using extreme force (i.e. requiring the use of power tools or other machinery, not simple hand tools such as a spanner).
- b) An object from which the **pedal cycle** cannot be lifted, either over or under, without having broken the **approved lock**.
- c) A **pedal cycle** rack supplied expressly for the purpose of securing **pedal cycles** which cannot be undone or removed unless using extreme force (i.e. requiring the use of power tools or other machinery, not simple hand tools such as a spanner), including those found at rail stations, city centres and places of work.

**Insured Location** - the location stated in the **register** where **your customer's pedal cycles** are usually kept shall mean:

- a) A house built of brick, concrete or stone and roofed with slate, tiles or a multi layered roof.
- b) An outbuilding or garage built of brick, concrete or stone and roofed with slate, tiles, corrugated steel, asbestos or multi layered roof, which is attached to or within the immediate boundaries of a private house or block of flats and is accessed only by **your customer's family**.
- c) A shed accessed only by **your customer's family**, in their rear garden, which is securely locked at all times. The shed must be within the immediate boundaries of the property in which **your customer** normally resides. Any exposed screws on the outside of the shed must be security screws.
- d) A **self-contained** flat within a brick, concrete or stone building with a slate, tiled or multi layered roof.
- e) A **self-contained** lockable private room in either **your customers** normal place of work or the halls of residence of a university in which **they** normally reside.
- f) A communal room or hallway in a brick, concrete or stone building with a slate, tiled or multi-layered roof, in which **your customer** normally reside or is in their normal place of work.
- g) A communal outbuilding or purpose-built bike storage, built of brick, concrete or stone and roofed with slate, tiles, corrugated steel, asbestos or multi-layered roof, which is self-contained and has secure access, within the boundaries of the building in which **your customer** normally resides.
- h) Cover is extended to any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 30 days at any one time during the period of insurance, providing **your** section of the temporary residence is **self-contained** and lockable.

**Legal Costs & Expenses** -

- a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis, and agreed in advance by **us** or Fixed Recoverable Costs. The term "Standard Basis" can be found within the Court's Civil Procedure Rules Part 44.
- b) Other side's costs and disbursements where **your customer** have been ordered to pay them or pay them with **our** agreement.

**Malicious damage** - the intentional damage caused by a third party.

**Pedal Cycle(s)** – any bicycle, tricycle, tandem or trailer cycle powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act and as disclosed on the **register**, including all components, equipment upgrades, or cycle related equipment which form part of the **pedal cycle** and are essential to its operation and which are owned by **you** and for which **your customers** are legally responsible.

**Period of Insurance** - the period for which this policy is in force as shown on the **schedule**.

**Race Events** – organised competitive **pedal cycle** racing events or amateur competition, including but not limited to; crits, triathlons, MTB races, CX races

**Reasonable Prospects of Success** - a greater than 50% chance of **your customer** successfully pursuing the claim and of enforcing any judgment that might be obtained.

**Register** - the official list of **pedal cycles**, hired by **you** to **your** opted-in **customers**, which is supplied to **us** at an agreed regular interval, and in the agreed format.

**Schedule** - the document showing the details of the cover provided.

**Self-contained** - no shared facilities and a separate lockable entrance under **your** sole control.

**Small Claims Court** - a court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000.

**Sportives / Charity Events** – non-competitive organised **pedal cycle** events other than **race events**

**Sum Insured** - the amount set out on the **schedule**.

**Terrorism** - an act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a) Is committed for political, religious, ideological or similar purposes; and
- b) Is intended to influence any government or to put the public, or any section of the public, in fear; and
- c) i. involves violence against one or more persons; or  
ii. involves damage to property; or  
iii. endangers life other than that of the person committing the action; or  
iv. creates a risk to health or safety of the public or a section of the public; or  
v. is designed to interfere with or to disrupt an electronic system.

**Unattended** - whilst the **pedal cycle** is not being used or held by **your customer**.

**United Kingdom, UK** - England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.

**Unoccupied Insured Location** - an **insured location**, which has not been lived in or attended to by **your customer** for more than 30 consecutive days.

**Value** - The price in GBP which **you** paid to purchase a new or second-hand **pedal cycle** including the sum of any parts which **you** purchased and which form part of the **pedal cycle** (including VAT).

**We/Us/Our** - the insurers named in the **schedule** of insurance. For sections 1-3, this refers to Yellow Jersey on behalf of AWP P&C SA (whose insurance is administered by AWP Assistance UK Ltd trading as Allianz Assistance). Section 4 refers to ARAG plc on behalf of AmTrust Europe Limited.

**You/Your** - the business named on the **schedule** registered in the United Kingdom.

## COMPLAINTS PROCEDURE

It is the intention to give you the best possible service, but if you do have any questions or concerns about this insurance or the handling of a claim, you should follow the complaints procedure below:

Complaints regarding:

1. SALE OF THE POLICY - Yellow Jersey, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0046 | Email: [support@YellowJersey.co.uk](mailto:support@YellowJersey.co.uk).
2. LEGAL EXPENSES (SECTION 4) - Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN | TEL: 0117 917 1561 | EMAIL [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk) (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR | Tel: 0300 123 9 123 | Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights, contact your local authority Trading Standards Service or Citizens Advice Bureau.

## SECTION 1: THEFT

### 1. Theft from the insured location

#### What is Covered

We will replace the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the **sum insured** shown in the **schedule** subject to the **value** of the **pedal cycle**. We may use specialist suppliers for replacement chosen by **us**.

#### What is not Covered

1. The first £100 of any claim.
2. Theft when a **pedal cycle** is stored outside and not inside **insured location c) or g)**.
3. Theft when a **pedal cycle** is stored outside, on the public highway or in third party storage (e.g. a public bike hanger).
4. Theft from the **insured location** unless involving **forcible and violent entry** and **your customer** has complied with Security Requirement 1.
5. Theft when the **pedal cycle** is locked to an **immovable** object by an **approved lock**, or stored within a shed or outbuilding unless a purchase receipt for the **approved lock** demonstrating the make and model, or the remains of the **approved lock** demonstrating make and model is provided in support of any claim.
6. Theft from an **unoccupied insured location**.
7. Unexplained theft.
8. Theft of any **accessories** or helmets unless stolen at the same time as the **pedal cycle**.
9. Theft when a **pedal cycle** is secured by a lock which is only approved for use with a **pedal cycle** with a lower **value**.
10. Claims arising from **courier cycling**.
11. Theft from a shed where non-security screws have been removed to gain access.

### 2. Theft when away from the insured location

#### What is Covered

We will replace the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the **sum insured** shown in the **schedule** subject to the **value** of the **pedal cycle**. We may use specialist suppliers for replacement chosen by **us**.

#### What is not Covered

1. The first £100 of any claim.
2. Cover at **race events, sportives and charity events**.
3. Theft from in or on a vehicle.
4. Theft in transit.
5. Theft unless **your customer** has complied with Security Requirement 2.
6. Theft when the **pedal cycle** is locked to an **immovable** object by an **approved lock** unless a purchase receipt for the **approved lock** demonstrating the make and model, or the remains of the **approved lock** demonstrating make and model is provided in support of any claim.
7. Theft when a **pedal cycle** is left in a location other than the **insured location** for more than 12 consecutive hours.
8. Theft by a person or persons to whom the **pedal cycle** is entrusted.
9. Theft when loaned or hired out to any person, other than a member of **your customer's family**.
10. Unexplained theft.
11. Theft of any **accessories** or helmets unless stolen at the same time as the **pedal cycle**.
12. Theft of **pedal cycle** wheels, unless the **pedal cycle** itself is stolen.
13. Theft when a **pedal cycle** is secured by a lock which is only approved for use with a **pedal cycle** with a lower **value**.
14. Claims arising from **courier cycling**.

## SECURITY REQUIREMENTS APPLICABLE TO SECTION 1

Wherever an **approved lock** is required to be used the lock will need to have been tested by Sold Secure and the **value** of the **pedal cycle** will determine the level of the **approved lock** needed:

**Pedal cycle(s)** up to the **value** of £1,500 require a Sold Secure Silver-rated lock.

**Pedal cycle(s)** exceeding a **value** of £1,500 require a Sold Secure Gold rated lock.

### 1. SECURITY REQUIREMENTS AT THE INSURED LOCATION

Theft of the property insured whilst at the **insured location** shall only be covered in circumstances where the **pedal cycle** is:

- a) At an **insured location**; as described in a), d), e) and h), the **pedal cycle** DOES NOT need to be secured through the frame by an **approved lock** to an **immovable object**, however any home security devices must be in operation and all final exit doors and accessible windows must be locked.
- b) At an **insured location** as described in b) and c) **your customer** has complied with the following security requirements:
  - i. all external doors must be secured by a minimum of a 5-lever mortice deadlock to BS3621 standard or a CEN Grade 3 closed shackle padlock, or
  - ii. the **pedal cycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building.
- c) At an **insured location** as described in f) and g) the **pedal cycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building.

### 2. SECURITY REQUIREMENTS WHERE THE PEDAL CYCLE IS AWAY FROM AN INSURED LOCATION

Theft of the **pedal cycle** whilst away from the **insured location** shall only be covered in circumstances where:

- a) The **pedal cycle** is not left **unattended**; or
- b) The **pedal cycle** is left **unattended**, but secured to an **immovable object** by an **approved lock** through the frame for no longer than 12 consecutive hours and any access to the **pedal cycle** is affected by **forcible and violent entry**.



## SECTION 2: MALICIOUS OR ACCIDENTAL DAMAGE

### What is Covered

If **your customer's pedal cycle** suffers **accidental** or **malicious damage**, we will at our option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the **sum insured** shown in the **schedule** subject to the **value** of the **pedal cycle**. We may use specialist suppliers for repair or replacement chosen by us. We may use carbon repair specialists to evaluate structural damage.

**Accessories** are covered up to the **sum insured** as shown in the **schedule** and subject to the **value**.

### What is not Covered

1. The first £100 of any claim.
2. Cover at **race events**, **sportives** and **charity events**.
3. **Accidental damage** where **your customer** cannot reasonably demonstrate evidence of ownership for the **pedal cycle**, **accessories** or helmet. Other evidence of ownership will be accepted at **our** discretion only.
4. When **accidental** damage is sustained in transit whilst in **your customer's care** whilst in the care of a courier or delivery company.
5. **Accidental** damage when loaned or hired out by **your customer** to any other person, other than a member of **your customer's family**.
6. Any **accidental** damage following **abandonment**.
7. Any **accidental** damage claims for marring, scratching, denting or cosmetic changes.
8. Any **accidental** damage claims for a **pedal cycle** frame unless there are visible signs of structural damage.
9. Any gradually operating cause including but not limited to damage caused by wear and tear, wet or dry rot, atmospheric or climatic conditions, frost, insects, vermin, corrosion, rust, dust, contamination, change in colour of finish, chemical reaction, marring, scratching, denting, cosmetic changes, dampness, dryness, shrinkage or evaporation.
10. Mechanical or electrical breakdown or defect or electronic malfunction.
11. Failure to use or maintain the **pedal cycle** in accordance with the manufacturer's instructions.
12. Faulty or defective design, materials or workmanship or latent defect and defects in operation.
13. Any damage to **accessories** or helmets, unless the **pedal cycle** itself is damaged in the same **accident**.
14. Any claims arising from **courier cycling**.

## SECTION 3: PUBLIC LIABILITY

### What is Covered

We will, up to the limit in **your schedule**, pay for **accidental bodily injury**, death, disease or **accidental** damage to any person or **accidental** damage to third party property which **they** are legally liable for and which arises from **your customer's** use of a **pedal cycle** listed in **your register**, providing **your customer** is a resident of the **United Kingdom**.

The total amount payable includes reasonable defence costs and expenses incurred with our written consent in connection with any liability insured.

### What is not Covered

1. Any member of **your customer's family** under age 16 or over age 85.
2. Cover in **race events** and **sportive / charity** events.
3. Any claims arising from **courier cycling**.
4. Liability arising from loss or damage to property which belongs to **your customer** or is in their care custody or control.
5. Where **your customer** is entitled to indemnity from another source.
6. When punitive, exemplary or aggravated damages are awarded against **your customer**.
7. Any liability for **bodily injury**, loss or damage.
  - a. to **your customer's** employees or members of **your customer's family** or household or to their property.
  - b. arising out of the ownership, possession, use or occupation of land or buildings.
  - c. arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons.
8. Anyone being carried on the **pedal cycle** other than **your customer**.
9. Any liability not involving the use of a **pedal cycle**.
10. Any liability arising out of the use of a **pedal cycle** outside the **UK**.
11. Any liability arising out of the use of a **pedal cycle** not listed in **your register**.

## SECTION 4: LEGAL EXPENSES

### What is covered

This policy will help **your customer** if an event which is another party's fault:

- a) damages **your customer's pedal cycle** and/or personal property in or on it, and/or
- b) injures or kills **your customer** whilst on a **pedal cycle** listed in the **register**.

The **insurer** will pay **your customer's legal costs & expenses** up to £100,000 (for all claims arising from or relating to the same original cause including the cost of appeals) provided that:

1. **You** have paid the insurance premium.
2. **Your customer** keeps to the terms of this policy and cooperate fully with **us**.
3. The **accident** happens in the **UK**.
4. The claim:
  - i) always has **reasonable prospects of success**
  - ii) is reported to **us**
    - during the **period of insurance**
    - as soon as possible after the **accident**
5. Unless there is a conflict of interest, **your customer** always agrees to use the **appointed advisor** chosen by **us** in any claim:
  - i) to be heard by the **small claims court**, and/or
  - ii) before proceedings need to be issued
6. The claim falls under the jurisdiction of a court in the **UK**.
7. **Your customer** enters into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

#### What is not covered

The **insurer** will not cover any claim arising from or relating to:

1. **Legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement.
2. A contract.
3. Defending any claim other than appeals against **your customer**.
4. An **accident** that happens before the start of the policy.
5. Fines, penalties or compensation awarded against **your customer**.
6. A group litigation order.

## CONDITIONS THAT APPLY TO SECTION 4 -LEGAL EXPENSES

Where the **insurer's** risk under this policy has increased due to **your customer's** failure to keep to these conditions the **insurer** can cancel the policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from **your customer** if this happens.

### 1. **Your customer's responsibilities**

**Your customer** must:

- a) Tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to claim back losses
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them
- c) Take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**.
- d) Keep **legal costs & expenses** as low as possible.
- e) Allow the **insurer** at any time to take over and conduct in **your** name, any claim.

### 2. **Freedom to choose an appointed advisor**

- a) In certain circumstances as set out in 2. b) below, **your customer** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) If **we** agree to start proceedings or there is a conflict of interest, **your customer** may choose a suitably qualified **appointed advisor**. Unless there is a conflict of interest, this right does not apply where **your customer's** claim is to be dealt with by the **small claims court**, and **we** shall choose the **appointed advisor**.
- c) Where **your customer** wishes to exercise their right to choose, they should write to **us** with their preferred representative's contact details.
- d) If **your customer** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses to continue acting for **your customer** with good reason, the cover will end immediately. **We** reserve the right to appoint another appointed representative in accordance with 2. b) and c) above.

### 3. **Consent**

**Your customer** must agree to **us** having sight of the **appointed advisor's** file relating to **your customer's** claim. **Your customer** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.

### 4. **Settlement**

- a) The **insurer** can settle the claim by paying the reasonable value of **your** claim.
- b) **Your customer** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If **your customer** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** may refuse to pay further **legal costs & expenses**.

### 5. **Barrister's opinion**

**We** may require **your customer** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports **your customer**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **your customer** and **us**. This does not affect **your customer's** right under Condition 6 below.

### 6. **Disputes**

If any dispute between **your customer** and **us** arises from this policy, **your customer** can make a complaint to **us** as described in the Complaints Procedure and **we** will try to resolve the matter. If **we** are unable to satisfy **your customer's** concerns, they can ask the Financial Ombudsman Service to arbitrate over the complaint.

## 7. Cancellation

**You** may cancel this section of the policy only if **you** cancel **your** policy in its entirety.

## EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

This policy does not cover the following:

1. Whilst a **pedal cycle** is used otherwise in accordance with all applicable local laws.
2. Any claims arising from the use of a **pedal cycle** not listed on **your register**
3. Claims for any **pedal cycles, accessories** or helmets not provided by **you**.
4. Cover at **race events, sportives** and **charity events**.
5. Theft or malicious damage when locked in or on a vehicle.
6. Any claim when using a **pedal cycle** outside of the UK.
7. Whilst using a **pedal cycle** for 'hire & reward', e.g. **courier cycling** or the carriage of paying passengers.
8. Professional or semi-professional athletes deriving part or all of their income from activities involving the use of a **pedal cycle** (examples of which but not limited to cyclist, triathlete or duathlete)
9. Any act of fraud or dishonesty by **you, your customer** or anyone acting on **yours or your customer's** behalf.
10. War, invasion, **terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power.
11. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
12. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
13. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
14. Suicide, attempted suicide or deliberate injury or anyone putting themselves in unnecessary danger (unless trying to save human life).
15. Solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered doctor, or drugs which have been prescribed by a registered doctor and not those prescribed for drug addiction.
16. Engaging in any criminal act.
17. Any claim where original purchase receipt, showing the date, the price paid, details of the **pedal cycle** and / or **approved lock** cannot be provided.
18. Natural disasters.
19. Financial Default.
20. Epidemic or Pandemic.
21. Pollution or threat of pollutant release.

## GUIDANCE NOTES

Section 1-3 of this insurance is Underwritten by AWP P&C SA and administered in the UK by AWP Assistance UK Ltd trading as Allianz Assistance. AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority. AWP P&C SA is duly authorised in France and the United Kingdom and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority.

Section 4 Legal Expenses is administered by ARAG plc under a binding authority agreement with the insurer AmTrust Europe Limited.

## SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## FINANCIAL SERVICES COMPENSATION SCHEME

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

## DATA PROTECTION NOTICE

**We** care about **your** personal data. The summary below and **our** full privacy notice explain how Allianz Assistance protects **your** privacy and uses **your** personal data. **Our** full privacy notice is available at [www.allianz-assistance.co.uk/privacy-policy-and-cookies/](http://www.allianz-assistance.co.uk/privacy-policy-and-cookies/) If a printed version is required, please write to Legal and Compliance Department, Allianz Assistance, 102 George Street, Croydon CR9 6HD.

### How will we obtain and use your personal data?

**We** will collect **your** personal data from a variety of sources including:

- Data that **you** provide to **us**; and

- Data that may be provided about **you** from certain third parties, such as vehicle recovery operators in the event of a breakdown.

We will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;
- Informing **you** of products and services which may be of interest to **you**.

#### **Who will have access to your personal data?**

We may share **your** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who **we** deal with which provide part of the service to **you** such as **your** car hire company;
- To meet **our** legal obligations including providing information to the relevant ombudsman if **you** make a complaint about the product or service that **we** have provided to **you**.

We will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us** **your** consent to do so.

#### **How long do we keep your personal data?**

- We will retain **your** personal data for a maximum of seven years from the date the insurance relationship between **us** ends. If **we** are able to do so, **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

#### **Where will your personal data be processed?**

- **Your** personal data may be processed both inside and outside the European Economic Area (EEA).
- Whenever **we** transfer **your** personal data outside the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

#### **What are your rights in respect of your personal data?**

**You** have certain rights in respect of **your** personal data. **You** can:

- Request access to it and learn more about how it is processed and shared;
- Request that **we** restrict any processing concerning **you**, or withdraw **your** consent where **you** previously provided this;
- Request that **we** stop processing it, including for direct marketing purposes;
- Request that **we** update it or delete it from **our** records;
- Request that **we** provide it to you or a new insurer; and
- File a complaint.

#### **Automated decision making, including profiling**

We carry out automated decision making and/or profiling when necessary.

#### **How can you contact us?**

If **you** would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:

- By post: Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6H

## **FRAUD PREVENTION AND DETECTION**

In order to prevent and detect fraud **we** draw to **your** attention in accordance with Data Protection Legislation, the fact that **we** may at any time record and monitor telephone calls for the purpose of detecting fraud & deception. **We** may also pass **your** details through any number of data sharing/fraud prevention Agencies such as Hunter and CIFAS.

**Your** Insurance cover details may be added to the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and the Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers. It is a condition of **your** policy that **you** must tell **us** about any incident (such as **accident** or theft) whether or not it gives rise to a claim as soon as possible. **We** will pass information relating to it on to these Agencies. If **you** or anyone acting on **your** behalf gives **us** false or inaccurate information and **we** suspect fraud, all benefits under this policy will be void. The matter will be recorded with the above Agencies and pursued in accordance with the law.

**We** may share information about **you** with **our** associated and subsidiary companies. Other organisations may also use and search these records in their effort to combat fraud and undertake credit searches.

The **company** wishes to make it clear that the vast majority of honest Policyholders suffer as a result of a few. **Our** aim is to provide the best possible service to the genuine customer. Through the use of these systems and certain interview techniques, **we** are able to address fraud in such a manner that enables **us** to keep premiums competitive.

## **PRIVACY NOTICE RELATING TO SECTION 4 - LEGAL EXPENSES ONLY**

This is a summary of how ARAG collect, use, share and store personal information. To view the full privacy statement, please see visit [www.arag.co.uk](http://www.arag.co.uk).

### **Collecting personal information**

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

### **Using personal or sensitive information**



The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

**We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

### **Keeping personal information**

**We** shall not keep personal information for any longer than necessary.

### **Your rights**

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.

## **IMPORTANT CLAIMS INFORMATION**

**We** will, at **our** discretion, pay the cost of repair, or the monetary replacement **value**, or arrange for repair or replacement to be effected. **Our** liability shall not exceed the lower of the **sum insured** on **your schedule** or the **value** of the **pedal cycle(s)** less any excess as indicated under the claims excess section.

**You** must accept that **we** may appoint a specialist, including carbon restoration experts, to investigate any claim on **our** behalf.

**You** must retain any damaged property for inspection unless **we** have advised otherwise.

In the event of theft, attempted theft, vandalism or malicious acts, **you** must notify the police immediately and obtain a crime reference number.

**We** will ask **you** to supply the following evidence in the event of a theft claim: the remains of an **approved lock**, a purchase receipt for the **approved lock** and all keys for the **approved lock**.

Claims submitted more than 28 days after the incident taking place will not be accepted.

If **you** underinsure, **we** will proportionately reduce any claims settlement.

Upon settlement of a claim for loss or damage where the **pedal cycle** has been recovered or is deemed a total or partial loss, **we** have the right to take and keep possession of any part of the **pedal cycle** and deal with the salvage reasonably, but **you** shall not relinquish any **pedal cycle** to **us**. If a **pedal cycle** is recovered, it is **your** responsibility to notify **us**.

## **CANCELLATION**

**You** may cancel the insurance, without giving a reason, by sending **us** written notice. **We** will make a charge equal to the period of cover **you** have had. **We** will not refund any premium for **customers** where they have made a claim.

**We** may cancel the insurance by sending **you** 7 days' notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim).