

**cycleGuard**  
Serious cycle insurance



**POLICY DOCUMENT**



## Welcome to Guardcover

### Thank you for insuring with us.

We have designed the cycleGuard policy to provide cover for a wide range of cyclists, including those who commute, ride for leisure, and take part in cycling events or races.

It is important that you read this document, along with your Insurance Schedule, to make sure the product is suitable for your needs. These documents form the contract between you and us. If any information is incorrect, please tell us straightaway as this could affect your insurance cover.

## Contact Us

If you would like to talk to us about your policy, please call us on **0333 004 3444**.

## How to make a claim or contact our Roadside Recovery service

If you need to make a claim, please download a claim form from your online account and if you have any enquiries, please call us on **0333 004 3444**.

If you need Roadside Recovery as part of our "Cycle Rescue" cover, please contact Call Assist (24 hours) on **01206 771767**.

You can also refer to the claims section for further details.

## Your Cancellation Rights

If you decide that this policy does not meet your insurance needs then you can cancel within the 14 day cooling-off period and, if no claims have been made or are pending, we will refund your premium in full. The cooling-off period starts from when the policy begins or when you receive your policy documents, whichever is later. On the condition that no claims have been made or are pending, your administrator will then refund your premium.

If you wish to cancel your policy after 14 days, you will be entitled to a pro-rata refund of premium, less a cancellation fee of £10, as long as no claim has been made or is pending. Where a claim has been made, a refund will not be given.

**Important if you are paying monthly:** If you pay your premium by monthly instalments and a claim is made or is pending, you must continue to pay the instalments until the premium is paid in full.

For full details of cancelling the policy please see the cancellation details in the 'General Conditions Applicable to Your Cover' section of the policy.

Thank you for choosing cycleGuard.

We hope you are pleased with your cover and the service that we provide.

**The Guardcover Team**



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Here are the explanations of the key words **we** have used within **your** documentation. The key words are printed in bold type throughout this document and the meanings of these words are set out below.

- Bicycle(s)** - any cycle that must be powered by human pedalling and which is not subject to the Road Traffic Act; including **Electrically Assisted Pedal Cycle**. This includes any attached **Replacement Parts**.
- Cycle Accessories** - any accessories specifically designed for cycling. *Excludes* mobile or smart phones.
- Electrically Assisted Pedal Cycle** - A cycle powered by human pedalling, that does not require any form of key or ignition switch, and is assisted by an electrical motor with a maximum continuous rated power of 250W or lower and which cuts-off at a maximum unassisted speed of 3.7mph and a maximum pedal-assisting speed of 15.5mph.
- Endorsement** - any additional terms and conditions specified on **your** Insurance Schedule.
- Excess** - the first amount of each valid claim which **you** must pay.
- Family** - **your** husband, wife, common law or civil partner and children who reside with **you** at the **insured location** and who live in the **United Kingdom** on a permanent basis as domiciled **United Kingdom** residents.
- Insured Item(s)** - all property included within **your sum insured** consisting of **your bicycle(s)**, **cycle accessories** and **replacement parts**.
- Insured Location** - where the **bicycle** is usually kept, which must also be **your** main place of residence and as described below:
- Private house - any location within the immediate private, property boundaries (e.g. directly connected private garden, building, shed or out-house) of the address stated in **your** Insurance Schedule.
  - Flat, apartment, or shared houses - the self-contained rooms in which **you** live including any directly connected private balcony or directly connected private garden area, plus any internal communal hallways on the same floor level as **your** main place of residence.
  - Communal cycle storage - a fully secure and enclosed residential compound specifically designed for parking **bicycles**; solely for the use of residents at **your** insured location and only accessible through a key or access-code operated entrance or exit.
- We** also include holiday properties - any secure holiday home, caravan/motorhome, guesthouse room or hotel room being used by **you** as a temporary travel residence.
- Lock Requirements** - the compulsory lock and security conditions that apply to any insured **bicycle(s)**.
- Market Value** - the **value** of the **insured item(s)** being claimed for considering its age, type, and general condition immediately before the damage occurred.
- Period of Insurance** - the period, from the start date of **your** policy, as detailed on **your** Insurance Schedule.
- Pre-existing** - any medical condition or set of circumstances which **you/your family** have suffered from or received treatment for in the last 12 months including any disease, illness or injury for which **you/your family** are taking prescribed medication, where **you/your family** consulted a hospital specialist or for which **you/your family** needed inpatient treatment within the last 12 months.
- Replacement Parts** - the replacement or additional component part(s) of any insured **bicycle**.
- Sum Insured** - the amount set out on **your** Insurance Schedule representing the **value** of the **insured item(s)** covered by **your** policy.
- Theft** - the unlawful taking of **insured item(s)** by way of:
- Unauthorised access to a vehicle, **insured location** or storage location; or
  - Forcible and/or violent means, entry or exit.



<b>Territorial Limits</b>	- anywhere in the <b>United Kingdom</b> and up to 30 days in the European Union, in total, during <b>your period of insurance</b> .
<b>Unattended</b>	- any time that an insured <b>bicycle(s)</b> is not being used or held by <b>you</b> or a <b>family</b> member; or being looked after by an adult who is entrusted with its safe keeping.
<b>United Kingdom</b>	- England, Scotland, Wales, Northern Ireland and Isle of Man.
<b>Unoccupied</b>	- an <b>insured location</b> that has not been lived in for more than 30 consecutive days.
<b>Value</b>	- the new replacement cost of the <b>bicycle(s)</b> , <b>cycle accessories</b> and <b>replacement parts</b> (including VAT) from a reputable retailer.
<b>We/Us/Our</b>	- Thistle Insurance Services Limited (on behalf of the PIB Group Limited), as the administrator, and UK General Insurance Limited (on behalf of Watford Insurance Company Europe Limited), as the Underwriter.
<b>You/Your</b>	- the person named on your Insurance Schedule who lives in the <b>United Kingdom</b> on a permanent basis as a domiciled <b>United Kingdom</b> resident.



## Important Information

Please remember that each area of cover is subject to the terms and conditions detailed throughout this Policy Wording and on **your** Insurance Schedule, including any **endorsements**.

Cover only applies if **you** or **your family** are a permanent, domiciled resident of the **United Kingdom**.

**We** cannot cover any claim arising out of cycling that is part of **your/your family's** occupation, trade or profession (including, but not limited to: hire, reward, courier use or carriage of paying passengers).

Commuting to and from a place of work is covered and not excluded.

## Security Requirements

All **bicycle(s)** must be left locked, as per the **Lock Requirements** below, when they are:

- Within **your insured location** and left in an open area. **Your bicycle(s)** does not need to be locked, at **your insured location**, when it is being stored in a fully enclosed and locked building or **bicycle** storage box;
- Within **your** internal communal hallway (as per the **insured location** definition)
- Within **your** communal cycle storage area (as per the **insured location** definition)
- Away from **your insured location** and being left **unattended** (not applicable when **you** have paid for the Race & Compete cover option, and it is shown on **your** Insurance Schedule; and the **bicycle** is in a designated transition area awaiting use or collection during an organised, competitive triathlon or duathlon event);
- Attached to a roof rack or **bicycle** rack. The roof rack or **bicycle** rack must be securely attached to a vehicle.

All **bicycle(s)** that are in or on a vehicle must satisfy these requirements:

- In the vehicle - the **bicycle** is out of sight and all doors, windows and other openings of the vehicle are left closed and locked; and any security features of the vehicle are in operation.
- On the vehicle - the **bicycle** is secured, as per the **lock requirements**, to a roof rack or **bicycle** rack. The roof rack or **bicycle** rack must be securely attached to a vehicle.

All **insured item(s)** can only be left in a location other than **your insured location** for a maximum of 24 hours.

All **replacement parts** not attached and in use on **your bicycle** and **cycle accessories** not being used must be stored out of sight and in a locked location or compartment.

We cannot cover **insured item(s)** within an **unoccupied insured location**.

## Lock Requirements

The **bicycle** must be locked through the frame and to a fixed, immovable object that the **bicycle** cannot be lifted under or over. It must be locked using the lock type specified to the insured **value** of the **bicycle**, as shown in the table below (unless agreed by the Underwriters and noted, by endorsement, on **your** Insurance Schedule):

Value of the bicycle	Lock type
£0 - £1,499	Any cycle specific lock
£1,500 - £2,999	Sold Secure bronze rated lock or above
£3,000 - £4,999	Sold Secure silver rated lock or above
£5,000 or above	Sold Secure gold rated lock



## Details of Your Excess

All claims for **insured items** are subject to the following **excess** unless otherwise stated on **your** Insurance Schedule:

Claim amount	Excess payable
£0 - £1,499	£50
£1,500 - £2,999	£100
£3,000 - £4,999	£150
£5,000 or above	£200

Public Liability claims are subject to a £500 excess for all third-party property damage.



This section details the covers automatically included within **your** policy.

## Insured Items Cover

### What is covered

**Your insured item(s)** are covered for loss or damage caused by **theft**, attempted **theft**, accidental damage, malicious damage, vandalism, storm damage, flood and fire.

This policy will only cover **insured item(s)** that are **your/your family's** own property or for which **you/your family** are legally responsible. **We** will cover **your/your family's insured item(s)** within the **territorial limits**, and during the **period of insurance**.

Claims are settled on the following basis:

- New for old;
- **Market value** on any cycle related clothing.

The maximum individual or aggregate **value** of **insured item(s)** is shown on **your** Insurance Schedule.

**We** will, at **our** option, repair an **insured item** to its prior level of functionality. If the **insured item** has been stolen or is beyond economical repair, **we** will replace the item with a similar article of like kind, functionality and quality.

Where the item is economical to repair but the parts required are obsolete, **we** will pay a cash settlement equivalent to the cost of the repair of the **bicycle**. **We** may use specialist suppliers for repair or replacement chosen by **us**.

In the event of an approved claim to an insured **bicycle(s)** for **theft** or attempted **theft** from a roof rack or **bicycle** rack, **we** will pay up to £200 for any damage caused to the roof rack or **bicycle** rack that the **bicycle(s)** was attached to at the time of the claim incident.

### What is not covered

- The **excess**.
- Any claim where the **insured item(s)** has been left in a location, other than **your insured location**, for more than 24 hours.
- Mobile phones or smart phones.
- Any claim relating to any form of cycle using a battery, motor and/or other electronic or mechanised power source other than as defined by **Electrically Assisted Pedal Cycle**.
- Any claim relating to any form of **Electrically Assisted Pedal Cycle** whilst it is being ridden or in the custody of someone aged under 14 years.
- Any claim where evidence of ownership of the **insured item(s)** has not been provided.
- Any costs associated with providing supporting claims information, including damage assessments.
- Any claim where **you** have not complied with the **lock requirements** and security requirements, above, in the 'Important Information' section.
- Any claim when the **insured item(s)** is entrusted, loaned or hired out to anyone other than **you** or a member of **your family**.
- **Theft** of a **bicycle(s)** that was under the responsibility of a transport provider.
- Any claim when competing in a cycle race or competitive event.
- Any claim from a roof rack or **bicycle** rack if the roof rack or **bicycle** rack was not securely attached to a vehicle.
- Accidental damage to a **bicycle(s)** sustained in transit unless the insured **bicycle(s)** is handed to a recognised transport provider, securely packaged and a receipt obtained.





- Failure to use or maintain the **insured item(s)** in accordance with the manufacturer's instructions.
- Fire damage caused by electrical fault to a **bicycle(s)** over 3 years old from the date of manufacture.
- Mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately.
- Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin, marring, scratching, denting or any cosmetic change which does not impair the function and performance, corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
- Faulty or defective design, materials or workmanship or latent defect and defects in operation.
- Any **insured item** that has been lost.
- Any loss or damage caused through deliberate acts by **you, your family** or persons known to **you**.
- Any liability more than the **sum insured** or **value**, whichever is the lesser.
- Any claim arising out of cycling that is part of **your/your family's** occupation, trade or profession (including, but not limited to: hire, reward, courier use or carriage of paying passengers).
- Any loss or damage where **you** are entitled to cover under any other policy.

## Replacement Bicycle Hire

### What is covered

Within the **United Kingdom** only, **we** will pay for the reasonable cost of the hire of an alternative **bicycle** for **you** or **your family** from a recognised reputable **bicycle** dealer whilst awaiting repair or replacement of **your bicycle** (or that of **your family**) when the subject of an approved claim.

### What is not covered

- When the costs of hire have not been agreed with **us**.
- Where the costs exceed more than £500 during any one **period of insurance** or they are more than the **bicycle value** or repair costs.
- Where evidence of expenditure cannot be provided.
- Any **bicycle** hires outside of the **United Kingdom**.

## Cycle Rescue Cover

### What is covered

If **you** or a member of **your family** are unable to complete a cycling journey, within the **United Kingdom** only, due to a cycling accident, vandalism or irreparable breakdown of the insured **bicycle**. Call Assist will ensure **you/member of your family** and **bicycle** are transported to one of the nearest following destinations:

- the nearest suitable **bicycle** repair shop,
- the nearest appropriate railway station,
- the nearest car rental agency; or
- **your** home or alternative overnight accommodation.



### What is not covered

Cover will not apply if;

- The incident occurs within a quarter of a mile, by road, of **your insured location**.
- The **bicycle** was not roadworthy prior to the incident.
- The **bicycle** was being used in a way that is not in accordance with the manufacturer's specifications.
- **We** cannot access the **bicycle** safely; including immersion in mud, sand, snow or water.
- **We** cannot transport the **bicycle** safely and legally using a standard transporter or trailer.
- The **bicycle** is being used for racing, competitions, trials or rallies.
- **You** or **your family** have had more than 3 claims in any one **period of insurance**, and/or up to an overall maximum of £1,500 paid in recovery costs.

Cover does not include the following;

- Any costs other than recovery, using **our** services, to one of the destinations specified.
- Damage to the **bicycle** or its contents whilst being recovered, stored or repaired.
- Any liability arising from any act performed in the execution of the assistance services provided.
- The cost to collect the **bicycle** from a repairer.
- Any fines or penalties imposed by courts, call-out charges the police may charge, ferry charges, tolls, car rental costs, transport or travel costs, accommodation costs, medical expenses, or other incidental costs.
- The **bicycle** repair or replacement costs.
- Any claim not covered by this policy.
- Costs incurred because of incorrect location details being provided.

If a call-out is cancelled by **you** or **your family** and a Recovery Operator has already been dispatched, **you** will lose a call-out cost and claim entitlement from **your** policy. **We** recommend **you** or **your family** to wait for assistance to ensure the **bicycle** is functioning correctly. If **you** do not wait for assistance and the **bicycle** breaks down again within 12 hours, **you** or **your family** will be charged for the second and any subsequent call-out.



### Optional Covers

The covers in this section only apply if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule. These Optional Covers extend the Section 1 'Insured Items Cover' and the exclusions detailed under 'What is not covered' will still apply unless shown in the Optional Cover sections below.

### Global Travel

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

#### What is covered

For the following cover sections in this Policy Wording, the **territorial limits** are extended to anywhere in the world subject to a maximum of 60 days per trip, during any one **period of insurance**:

- Insured Items Cover
- The following Optional Covers, if shown on **your** Insurance Schedule:
  - Race & Compete
  - Personal Injury & Road Rage
  - Public Liability (excluding North America) & Personal Accident

In the event of an approved claim to an insured **bicycle(s)** damaged during transit abroad, **we** will pay up to £300 for any damage caused to a purpose-built **bicycle** box that the **bicycle(s)** was being transported in at the time of the claim incident. The damage must have been caused whilst in transit with **your** transit provider.

In the event of an approved claim to an **insured bicycle(s)** (where the claim incident occurred outside of the **United Kingdom**), **we** will pay for **bicycle(s)** hire costs incurred by **you** or a member of **your family** when hiring the same type of insured **bicycle(s)** that has been claimed for. **Bicycle(s)** must be hired from a recognised, reputable **bicycle** retailer abroad; and the maximum payable is £150 during any one **period of insurance**.

#### What is not covered

- Where the costs of bike hire abroad exceed more than £150 during any one **period of insurance** or they are more than the **bicycle value** or repair costs.
- Where evidence of bike hire expenditure cannot be provided.
- "Cycle Rescue" cover is not extended beyond the **United Kingdom**.
- "Replacement Bike Hire" cover is not extended beyond the **United Kingdom**.
- Any legal liability in North America.



### Race & Compete

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

#### What is covered

Within the **territorial limits**, we will extend cover to include non-professional competitive cycling and race events.

We will reimburse **you** the race entrance fee for an organised cycle race or cycling event endorsed by a recognised national sporting association or cycling event organiser; and, in the event of an approved claim for race entrance fees, any subsequent pre-paid and non-refundable travel and accommodation costs, because of **you** or a member of **your family** being unable to attend because of:

- Illness or Injury;
- Cancellation of leave for national forces or police or the fire, rescue, public utility or medical services requiring **you** or a member of **your family** to work on active duty or travel to or from active duty on the day of the race event;
- Adverse weather conditions resulting in the cancellation of the event;
- Damage or burglary at **your** usual residence or place of work with a requirement for **you** to attend;
- A claim for **your** bike is being processed by **us** and is subsequently approved but leaves **you** unable to compete.

We will cover any item of cycling specific clothing lost in a recognised triathlon/duathlon transition area whilst **you** or a member of **your family** were competing in the event, up to the value of £200 in any one **period of insurance**.

We will extend accidental damage cover to **your** insured **bicycle(s)** to include use of **your** insured **bicycle(s)** by another rider who is a member of the same cycling or triathlon club that **you** are also a member of.

We will extend cover to include **your/your family's** insured **bicycle** when it is left **unattended** and unlocked in a triathlon or duathlon transition area whilst awaiting use or collection during an organised, competitive triathlon or duathlon event.

#### What is not covered

- Where the costs of race event fees exceed £750 in any one **period of insurance**.
- Where the costs of associated race travel and accommodation exceed £500 in any one **period of insurance**.
- Where the costs of cycling specific clothing lost in a transition area exceed £200 in any one **period of insurance**.
- Any travel and/or accommodation costs that are not directly linked to the same event that an approved claim for reimbursement of race fees has been made.
- Any claim relating to the use of **your** insured **bicycle(s)** by a fellow cycling or triathlon club member other than accidental damage to **your** insured **bicycle(s)**.
- Any claim where **you** or **your family** member are unable to provide proof(s) of entry fees paid and/or where the event organisers are unable to confirm cancellation of the event or **you** or **your family** member's failure to attend.
- Any claim where a part refund or race event credit note has been given for a future event.
- **Pre-existing** or self-inflicted illness or injury, pregnancy, prenatal care, childbirth, miscarriage or infertility treatment and any medical treatments or operations which are not medically necessary including cosmetic or beauty treatments, routine dental or medical treatments.
- Any treatment, medication, illness or injury not identified by a qualified doctor or medical practitioner and confirmed with a suitable medical certificate clearly detailing the illness or injury and identifying **you** or **your family** member as the person to whom the illness or injury relates to.
- Any leave that was planned, pre-booked, foreseeable or known about prior to the start date of the policy and any claim for cancellation of leave not confirmed, in writing, by **your** or **your family** member's place of work.



## Personal Injury

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

### What is covered

Within the **territorial limits**; if **you** or a **family** member are involved in an accident or road rage incident incited by a third-party whilst using a bicycle, and **you** or the **family** member suffer an injury, **we** will pay up to the amounts shown in the table below. The benefit levels shown are the maximum amount payable, up to an aggregate total of £25,000 or 3 claims in any one **period of insurance**.

The personal injury or road rage incident must have occurred solely whilst **you** or **your family** member are riding a **bicycle** and independently of any other cause. Any resulting injury must be identifiable as a bodily injury and as per the terms detailed below:

**Broken bones** - **You** or a member of **your family** fracture one or more of the following bones which necessitates a cast to be applied by a hospital or clinic - Arm (Humerus, Radius, Ulna) or Wrist (Carpals), or Leg (Femur, Tibia, Fibula), or Ankle (Tarsals) or Kneecap (Patella).

**Emergency dental treatment** - **You** or a member of **your family** require emergency dental treatment to sound and whole teeth.

**Permanent total disablement** - **You** or a member of **your family** suffer total and permanent disablement and are subsequently unable to engage in or attend to any profession, business or occupation whatsoever. The benefits shall not be payable until such disablement has continued for a period of 12 calendar months and is confirmed as permanent by a qualified medical practitioner.

**Loss of use of limbs, sight, hearing or speech** - **You** or a member of **your family** suffer total and irrecoverable loss of all sight in at least one eye or all hearing in at least one ear or total and irrecoverable loss of use of one hand or foot or total and irrecoverable loss of at least 50% of speech.

**Hospitalisation daily benefit** - **You** or a member of **your family** are hospitalised as an in-patient for a period of at least 24 hours following the original admission for bodily injury. The benefit is payable on continuous in-patient hospital days and for a maximum of 30 days in any one **period of insurance**.

**5 Counselling sessions** - **You** or a member of **your family** make an approved claim for hospitalisation daily benefit or emergency dental treatment, covered by this policy, and receive a referral for counselling from a qualified medical practitioner.

### Personal Injury following a Cycling Accident or Road Rage Incident

Injury	Maximum amount payable
Death	£25,000
Permanent total disablement	£25,000
Loss of sight, hearing or speech	£25,000
Loss of use of limbs	£15,000
Non-NHS physiotherapy treatment	£1,000
Broken bones	£500
Emergency dental treatment	£500
Daily in-patient hospitalisation (max. 30 continuous days)	£50 per continuous day
Clothing and personal effects damage	£300
5 Counselling sessions	£600



### What is not covered

- Where the costs have not been approved by **us**.
- Any more than 3 claims or an aggregate total of £25,000 of claims in any one **period of insurance**.
- Any accident or road rage incident unless directly resulting from the use of a **bicycle**.
- Any claim for road rage injury where the incident was incited by **you** or **your family**.
- Any claim for clothing and personal effects where these items are already covered within your insured **cycle accessories**, as part of this policy.
- Any claim for death or personal injury benefit where a claim has already been submitted as part of the Personal Accident cover included within the Legal Cover section.
- Any accident whilst the **bicycle** is being used for a competitive cycling event unless the Race & Compete option has been selected, the additional premium paid for and the cover is shown on **your** Insurance Schedule.
- **Pre-existing** or self-inflicted illness or injury, pregnancy, prenatal care, childbirth, miscarriage or infertility treatment and any medical treatments or operations which are not medically necessary including cosmetic or beauty treatments, routine dental or medical treatments.
- Any treatment, medication, illness or injury not identified by a qualified doctor or medical practitioner and confirmed with a suitable medical certificate clearly detailing the illness or injury and identifying **you** or **your family** member as the person to whom the illness or injury relates to.
- All claims arising out of unreasonable failure to seek or follow medical advice.
- If the injury arises from sickness, disease or disorder of any kind.

## Legal Cover

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

### Public Liability

#### What is covered

Within the **territorial limits**, **we** will pay up to £5million to indemnify **you** or a member of **your family** against legal liability for accidental bodily injury or death to any person or accidental damage to third party property which arises from **your** or **your family's** use of or ownership of a **bicycle**.

The total amount payable includes reasonable legal defence costs and expenses incurred by **you** or **your family** and agreed with **our** written consent.

#### What is not covered

- When **you** or **your family** member are under 16 at the time of the incident.
- Any **excess**.
- If legal liability arises from loss or damage to property which belongs to **you/your family** or is in **your/a** member of **your family's** care, custody or control.
- If **you/your family** are entitled to indemnity from another source.
- When punitive, exemplary or aggravated damages are awarded against **you** or **your family**.
- Any legal liability where the other party involved is **your** employee or a member of **your family** or household.
- Any legal liability not involving the use of a **bicycle** and/or outside of the **territorial limits** shown on **your** Insurance Schedule.



**Personal Accident**

**What is covered**

We will pay the amount shown below if **you** or **your family** are involved in a cycling accident, which then directly results in a bodily injury as detailed below. We will pay for one amount in any one **period of insurance**. Cover only applies within the **territorial limits**.

**Permanent total disablement** - **You** or a member of **your family** suffer total and permanent disablement and are subsequently unable to engage in or attend to any profession, business or occupation whatsoever. The benefits shall not be payable until such disablement has continued for a period of 12 calendar months and is confirmed as permanent by a qualified medical practitioner.

**Loss of use of limbs** - **You** or a member of **your family** suffer total and irrecoverable loss of use of one hand or foot.

Injury	Maximum amount payable
Loss of use of limbs	£5,000
Loss of sight	£5,000
Permanent total disablement	£10,000
Death	£10,000

All benefits will be payable to **you**, **your family** or **your** nominees.

**What is not covered**

- When **you** or **your family** member are under 16 at the time of the incident.
- Permanent total disablement benefit when over the age of 65 at the time of the incident.
- Suicide, attempted suicide, intentional self-injury, deliberate exposure to exceptional danger (except to save human life), insanity, **your** or **your family** member's own criminal act, when under the influence of drugs or alcohol; and when directly or indirectly resulting from stress, trauma or psychiatric illness.
- Any amount when death, injury or loss does not occur within 180 days of the accident.
- Any amount when it cannot be proven to **us** that the permanent total disablement has continued for 12 months from the date of the accident and will continue for the remainder of **your** or **your family** member's life.
- More than one amount under this section.
- Any claim for death or personal injury benefit where a claim has already been submitted as part of the Personal Injury cover section.
- Any accident not involving the use of a **bicycle** and/or outside of the **territorial limits**.



We will not provide any cover for:

## War

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.

## Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

## Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

## Electronic Data

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.

## Infectious or contagious disease

Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.





## Amendments

Mid-term amendments to **your** policy, excluding changes to personal details, are subject to payment of any additional cost of cover and an administration fee. Optional covers that **you** might have chosen can only be added or removed at new business inception or renewal and not during the policy term.

## Automatic Reinstatement of Cover

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, **we** will automatically reinstate cover on **your** replacement **bicycle** upon confirmation from **you** of the new property to be insured, without change to the Insurance Schedule renewal date. If the **value** of **your** replacement **bicycle** is higher than the **sum insured**, **you** will be asked to pay the proportionate additional premium. Following a claim, **we** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

## Cancellation

If **you** decide that this policy does not meet **your** insurance needs then **you** can cancel within the 14 day cooling-off period and if no claims have been made or are pending, **we** will refund **your** premium in full. The cooling-off period starts from when the policy begins or when **you** receive **your** policy documents, whichever is later. On the condition that no claims have been made or are pending, **your** administrator will then refund **your** premium in full.

If **you** wish to cancel **your** policy after 14 days, **you** will be entitled to a pro-rata refund of premium, less a cancellation fee of £10, as long as no claim has been made or is pending. Where a claim has been made, a refund will not be given.

**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 where there is a valid reason for doing so.

A cancellation letter will be sent to **you** at **your** known address. Valid reasons may include, but are not limited to:

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

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** 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 **us**, as well as other insurers, in the future.

## Your responsibility

**You** must take reasonable care to:

- supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- make sure that all information supplied as part of **your** application for cover is true and correct;
- tell **us** of any changes to the answers **you** have given as soon as possible.



**You** must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** or the administrator as soon as possible.

## Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Data Sharing

Under the terms of the Memorandum of Understanding in respect of information sharing between the Police Service and the Insurance industry, **we** will ask for **your** consent that personal data can be shared with the relevant Police Constabulary to assist in the validation of **your** claim. Failure to give **your** consent may prejudice **your** claim.

## Entitlement to Policy Benefits

The benefits detailed in this policy are only payable to the named policyholder and any claim may only be presented by the named policyholder or **your family** in the event of **your** death.

## Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** or **your family** caused deliberately or with **your** knowledge; or
- if **your** claim is in any way dishonest or exaggerated,

**We** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## Other Insurance

If at the time of any claim covered under **your** insurance, **you** have any other insurance or guarantee which covers the same **theft**, damage, loss, injury or personal accident, **we** will only pay a rateable share of the claim. In respect of Public Liability cover, no cover is available under **your** insurance if **you** or any member of **your family** have indemnity from any other source.



## Reasonable Care

**You** must take all reasonable care to prevent any accidental damage, **theft** or loss and keep **your bicycle** and the **insured location** in a good state of repair and condition. **You** must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory or government authority.

## Subrogation

If a third party is deemed liable for part or all of any claim, **we** may exercise **our** right of subrogation. **You** shall, at **our** request and **our** expense, agree to and permit **us** to do such acts and things as may be necessary or reasonably required for 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.

## Under-insurance

A proportionate reduction in any claim settlement will be made should **you** under-insure (i.e. the **sum insured you** have chosen is less than the **value** of the **insured item(s)**).



Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

**We** are UK General Insurance Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

## Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

## What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

**We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

**We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

## Privacy Notice

**You** can get more information about this by viewing **our** full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG.



## Claims for Insured Items

**You** can download **your** claim form from **your** online account. The Claims Department can be contacted on **0333 004 3444** should **you** have any further queries or are unable to download a claim form.

UK General Insurance Limited is an agent of Watford Insurance Company Europe Limited and in the matters of a claim act on behalf of the insurer. Claims in respect of **your insured item(s)** are settled on the following basis:

- New for old;
- **Market value** on any cycle related clothing.

On the happening of any event which may give rise to a claim:

- Please give notice, as soon as **you** become aware, to:
  - the police in respect of any **theft**, vandalism or malicious damage and
  - **us** via submission of a claim form, available from **your** online account & emailed to **claims@Guardcover.co.uk**
- In order to progress **your** claim as quickly as possible, **we** will need **you** to supply, at **your** own expense, full details of the claim in writing together with any supporting information (including, but not limited to: damage assessments, local authority, medical and police reports, etc.), evidence of value and ownership and proofs which **we** may reasonably require.
- **We** are unable to pay for any additional claims costs resulting from the supply of **insured item(s)** from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside the **United Kingdom**.
- **We** have the right, without thereby incurring any liability and without diminishing **your** right to rely on any condition of **your** insurance, to take and keep possession of any part or all the **insured item(s)** and to deal with salvage in a reasonable manner; but **you** shall not abandon any **bicycle** to **us**.
- **We** do not share any responsibility for recovering any uninsured losses or third-party claims costs or expenses.

## Public Liability Claims

In respect of Public Liability claims, **we** will need **you** to send **us** any claim, writ or summons as soon as **you** receive it. Please, do not negotiate, pay or settle, admit or deny any claim without **our** written permission. **We** will also need **you** to notify **us** in writing of any impending prosecution inquest or fatal accident enquiry.

## Cycle Rescue Assistance

What to do if **you** or **your family** require assistance:

Contact the Call Assist 24 hour Control Centre on **01206 771767**

Please have the following information ready to give to the rescue controller, who will use this to validate **your** policy.

- a) **Your** contact telephone number
- b) **Your** policy Insurance Schedule number
- c) **Your** precise location (or as accurate as **you** are able in the circumstances).

Once Call Assist has made all the arrangements they will call to advise who will be coming out to **you** and how long they are expected to take. **Your** mobile phone must always be available to take calls.

Call Assist have the right to refuse to provide the service if **you**, **your family** or **your** pillion are being obstructive in allowing Call Assist to provide the most appropriate assistance or are abusive to Call Assist Rescue Controllers or Recovery Operators.



Regardless of circumstances, **we** or Call Assist will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided.

### All Claims

So that **we** can ensure **you** receive as quick a resolution as possible to **your** claim, it is important that **you** provide as much information and assistance as **we** may reasonably require, substantiating any claim and where requested, providing proof of **your** identity prior to settlement of any claim.

Information required may include, but is not limited to, supporting information (including damage assessments, local authority, and medical and police reports), evidence of **value** and ownership and proofs which **we** may reasonably require.

**Important if you are paying monthly:** If **you** pay **your** premium by monthly instalments and a claim is made or is pending, **you** must continue to pay the instalments until the premium is paid in full.

Any claim where the damage to the **bicycle** deems it to be beyond economical to repair, and the insurer replaces the **bicycle**, the damaged **bicycle(s)** becomes the property of the insurer.



It is **our** 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:

## Policy Sales

If **your** complaint is about the sale of **your** policy, please email: [complaints@Guardcover.co.uk](mailto:complaints@Guardcover.co.uk)  
call: **0333 004 3444**

or write to:

**cycleGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB**

## Policy Claims

If **your** complaint is about a claim, please email: [claims@Guardcover.co.uk](mailto:claims@Guardcover.co.uk)  
call: **0333 004 3444**

or write to:

**Claims Department, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB**

If **your** claim complaint cannot be resolved by the end of the third working day it will be passed to:  
**Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ**

Tel: **0345 218 2685**

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06437.

## Financial Ombudsman Service

If it is not possible to reach an agreement, **you** have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**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.

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



## The Administrator

cycleGuard is a trading style of Thistle Insurance Services Limited.

Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. FRN 310419. Registered in England No. 00338645.

Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW

Thistle Insurance Services Limited is part of the PIB Group.

## The Underwriter

This insurance is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

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

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

## How to Contact Us

For Sales and Administration call: **0333 004 3444**

For Claims call: **0333 004 3444**

Email: [support@Guardcover.co.uk](mailto:support@Guardcover.co.uk)

Website: [www.cycleguard.co.uk](http://www.cycleguard.co.uk)

Our address:

**cycleGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB**

## Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## Law Applicable to this Contract

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

## This document can be made available in other formats on request.

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