

Rescue

Your Document

– Policy Wording

POLICY WORDING

Cycleguard Rescue

Who We are

Cycleguard is a registered trading style of Thistle Insurance Services Limited, provided by Call Assist, with UK General Insurance Limited on behalf of Great Lakes Insurance SE.

How to get further help

We have tried to make this document easy to understand, but if **You** have any questions please call Thistle Insurance Services on **0333 004 3444** or write to **Us** at the address shown in Section 9.

How to get assistance or contact *Our* claims team

If **Your** bike breaks down and **You** need assistance, please contact Call Assist (24 hours) on **01206 771 767**.

If **You** would like to contact **Our** claims team please call Thistle Insurance Services on **0333 004 1999** as soon as possible to tell **Us** about it. **You** can also refer to Section 5 of the Policy Wording for further details.

How *Your* Insurance works and who it is suitable for

Cycleguard Rescue is suitable for cyclists who commute or ride for leisure in the UK.

You need to be aware that the Policy Wording is subject to certain exclusions and conditions. It is therefore essential that **You** are aware of what is covered and what is not and any security requirements and conditions **You** need to comply with. For simplicity, **We** use keywords or phrases which are shown in the Definitions and these are listed in alphabetical order. They have the same meaning whenever they appear and will always be shown in ***Bold Italics***.

Please notify **Us** of any change in **Your** circumstances. Failure to do so may invalidate **Your** cover.

To help **You** understand the cover provided **We** have laid out Section 2 under the following headings:

- **What is Covered** – This text gives information about the cover provided
- **What is Not Covered** – This text draws **Your** attention to what is not covered

In addition **You** should also read the General Exclusions and Conditions which appear in Sections 3 and 4.

Your Insurance should be read in conjunction with **Your** Insurance Schedule, as together they form the basis of **Your** insurance contract.

Cancellation Rights

If **You** decide that, for any reason, this policy does not meet **Your** insurance needs then please tell **Us** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter, **You** may terminate this insurance at any time. If **You** cancel the policy prior to the renewal date, **You** will receive a pro rata return of premium provided that no claim has been made or is pending during the current ***Period Of Insurance***.

If a claim has been submitted or there has been any ***Incident*** likely to give rise to a claim during the current ***Period Of Insurance*** a premium refund may not be given. If **You** are paying **Your** premium by monthly instalments and a claim is made, pending or likely, **You** will be required to continue with these until the premium is paid in full.

For further details on **Your** cancellation rights, please refer to Section 4 of the Policy Wording.

Signed on Behalf of UK General Insurance Limited



Karen Beales
Technical Director
UK General Insurance Limited

Section 1 – Definitions

Words shown in ***Bold Italics*** type have the same meaning wherever they appear in this policy. The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.

- 1.1 ***Bicycle(s)*** – any cycle, including tricycle and tandem, trailer cycle or push scooter, powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act.
- 1.2 ***Claims Administrator*** – Call Assist Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.
- 1.3 ***Domiciled*** – ***You*** have been a ***United Kingdom*** resident for a minimum of 12 months at the time of inception of ***Your*** policy. ***You*** have a permanent residential address in the ***United Kingdom*** and ***You*** have not been travelling abroad continuously for more than 12 months.
- 1.4 ***Endorsement*** – any terms and conditions additional to ***Your*** Insurance and specified on ***Your*** Insurance Schedule.
- 1.5 ***Incident(s)*** – if ***Your Bicycle*** breaks down, is vandalised or ***You*** are involved in a cycling accident and ***Your Bicycle*** can not be used to complete ***Your*** cycling journey.
- 1.6 ***Period Of Insurance*** – the period specified on ***Your*** Insurance Schedule.
- 1.7 ***Terrorism*** – any loss, or damage, or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of Terrorism or any action taken in controlling, preventing or suppressing any acts of Terrorism or in any way relating to this.
For the purpose of this exclusion “Terrorism” means the use of biological, chemical and/or nuclear force, contamination and/or threat thereof to any person, or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public in fear.
- 1.8 ***United Kingdom*** – England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
- 1.9 ***We/Us/Our*** – UK General Insurance Ltd on behalf of Great Lakes Insurance SE and Thistle Insurance Services Limited as the administrator.
- 1.10 ***You/Your*** – the insured person who is a resident of and ***Domiciled*** in the ***United Kingdom***.

Section 2 – What is covered and what is not covered

The General Exclusions and Conditions which apply to **Your** Insurance are shown in sections 3 and 4.

What is covered

If **You** are unable to complete **Your** cycling journey, within the **United Kingdom**, due to a cycling accident, vandalism or irreparable breakdown of **Your Bicycle**, Call Assist will ensure **You** and **Your 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, if either is nearer.

Any breakdown must have occurred at least a quarter of a mile away from **Your** home to be eligible to use **Your** Cycleguard Rescue cover. Tandems are also covered and will include cover for **Your** other rider to the same destination as **You**.

What is not covered

1. Any **Incident** within a quarter of a mile, by public highway, from **Your** home.
2. Any **Incident** where the **Bicycle** is found to be un-roadworthy due to lack of maintenance or being used for a use not specified in the design and manufacturers specifications, or arising directly out of the unreasonable use of the **Bicycle** on unsuitable terrain.
3. **Incidents** where the **Bicycle** is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer, including immersion in mud, sand, snow or water.
4. **Incidents** while the **Bicycle** is being used for racing, competitions, trials or rallies.
5. Any damage to **Your Bicycle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided.
6. **We** will not pay for **You** to collect **Your 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, **Bicycle** repair or replacement costs, or other incidental costs.
7. Any costs other than recovery to one of the destinations detailed above.
8. Any charges arising from **Your** failure to comply with the requests of the **Claims Administrator** or its agents or where **You** chose to effect recovery by repair or other means.
9. More than 3 claims in any one **Period Of Insurance** to an overall maximum of £1500.
10. Any claim not covered by this policy. In the event **You** use the service and the fault is subsequently found not to be covered by this policy, **We** reserve the right to reclaim any monies from **You** in order to pay for the uninsured service.
11. The repair must be carried out if the **Bicycle** is recovered to a cycle repair shop and the cycle repair shop can repair the **Bicycle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **You** do not have funds available, any further service related to the claim will be denied.
12. **We** reserve the right to recover **Your** immobilised **Bicycle** in accordance with and subject to any legislation, which affects drivers' working hours.
13. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
14. Cover is not available if **You** are not **Domiciled** in the **United Kingdom**.

Section 3 – General Exclusions applicable to *Your* Insurance

- 3.1 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.
- 3.2 Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 3.3 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.
- 3.4 Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- 3.5 Wilful, self-inflicted injury or illness, suicide or an attempt to commit suicide.
- 3.6 Wilful exposure to danger (except in an attempt to save a human life), solvent abuse, being under the influence of alcohol or drugs, except those prescribed by a registered Doctor and not those drugs prescribed for drug addiction, or **You** engaging in any illegal or criminal act or intentional causes at the direction of, or with **Your** knowledge.
- 3.7 Any claim arising out of cycling as **Your** occupation or profession.
- 3.8 **We** have the right to refuse to provide the service if **You** or **Your** pillion are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to **Our** Rescue Controllers or **Our** Recovery Operators.
- 3.9 Regardless of circumstances, **We** will not be held liable for any costs incurred if **You** are unable to make a telephone connection to any numbers provided.
- 3.10 Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. 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. 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.

Section 4 – Conditions

4.1 Amendments

Mid-term amendments to **Your** policy, excluding changes to personal details are subject to payment of any additional cost of cover and, when made by telephone or by post, an administration charge may be applied. Amendments made via **Our** online amendment process are not subject to an administration charge. No refunds are payable for reductions in cover resulting from Mid-term amendments made to **Your** policy by **You**.

4.2 Cancellation

If **You** decide that, for any reason, this policy does not meet **Your** insurance needs then please tell **Us** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter, **You** may terminate this insurance at any time. If **You** cancel the policy prior to the renewal date, **You** will receive a pro rata return of premium provided that no claim has been made or is pending during the current **Period Of Insurance**.

If a claim has been submitted or there has been any **Incident** likely to give rise to a claim during the current **Period Of Insurance** a premium refund may not be given. If **You** are paying **Your** premium by monthly instalments and a claim is made, pending or likely, **You** will be required to continue with these until the premium is paid in full.

If **Your** premium is paid by monthly instalments **You** must continue with the instalment payments for the duration of the policy. No refund of premium will be made under a monthly instalment plan.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 day's 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:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions.

Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

4.3 Contracts (Rights of Third Party) 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.

4.4 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.

4.5 Entitlement to Policy Benefits

The benefits detailed in this policy in respect of the insured **Bicycle** are only payable to the named policyholder and any claim may only be presented by the named policyholder.

4.6 False/Fraudulent Claims

If any claim made under this policy by the insured or anyone acting on behalf of the insured is fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof, all benefit under this policy shall be forfeited.

We will, at **Our** discretion, terminate the policy from the date of claim, or alleged claim, or **We** will not pay the claim if:

- i) a claim the insured person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- ii) a false declaration or statement is made in support of a claim.

In such circumstances, **We** will be entitled to retain the premium paid by the insured and to demand the return of any sums paid in respect of the claim.

4.7 Important Changes

The cover under **Your** Insurance is based on information **You** have given **Us** and confirmed on **Your** Insurance Schedule. **You** must tell **Us** as soon as possible if any of this information changes, as **Your** cover will be affected and may be invalidated in the event of a claim.

4.8 Consumer Insurance

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in **Your** application and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

4.9 Other Insurance

If at the time of any claim covered under **Your** Insurance, **You** have any other insurance or guarantee which covers the same, **We** will only pay a rateable share of the claim.

4.10 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.

4.11 Subrogation

In the event that 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 the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising **Our** right of subrogation.

4.12 Call-out Cancellation

If a call out is cancelled by **You** and a Recovery Operator has already been dispatched, **You** will lose a call out from **Your** policy. **We** recommend **You** 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** will be charged for the second and any subsequent call outs.

4.13 Several Liability

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.

Section 5 – Claims

What to do if **You** require assistance:

If **You** are unable to complete **Your** cycling journey, within the **United Kingdom**, due to a cycling accident, vandalism or irreparable breakdown of **Your Bicycle**, please contact:

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.

- 1) **Your** contact telephone number
- 2) **Your** policy Insurance Schedule number
- 3) **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 therefore be switched on and available to take calls at all times.

You shall give such information and assistance as **We** may reasonably require, to substantiate any claim and where requested, provide proof of **Your** identity prior to settlement of any claim.

UK General Insurance Limited is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of the insurer.

The Claims Department can be contacted on **0333 004 1999** should **You** have any further queries, or at:

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

or via email to guardclaims@thistleinsurance.co.uk

Section 6 – What to do if **You** have a complaint

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:

If **Your** complaint is about the sale of **Your** policy, please

email: info@cycleguard.co.uk

call: **0333 004 3444**

or write to:

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

If **Your** complaint is about a claim, please

email: guardclaims@thistleinsurance.co.uk

call: **0333 004 1999**

or write to:

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

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited.

If **Your** complaint is about a claim and it 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**

If it is not possible to reach an agreement about either the sale of **Your** policy or a claim, **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**

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 7 – Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Section 8 – Data Protection Act

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Section 9 – Information about **Your** insurance providers

Cycleguard is a registered trading style of Thistle Insurance Services Limited, Lloyd's Broker. Authorised and regulated by the Financial Conduct Authority. Registered office:

**68 Lombard Street,
London,
EC3V 9LJ**

Registered in England No. 00338645.

UK General Insurance Limited whose registered office is at:

**Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ**

The company is authorised and regulated by the Financial Conduct Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on **0800 111 6768**.

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

How to contact *Us*

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

For emergency assistance contact Call Assist on **01206 771 767**

For Claims call: **0333 004 1999**

Fax: **0345 450 6743**

Email: cycle@thistleonline.co.uk

Website: www.cycleguard.co.uk

Our address:

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

Law applicable to the 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.

Cycleguard

Thistle Insurance Services Limited
Southgate House, Southgate Street
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T: 0333 004 3444

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