

## Table of contents

Key contact details .....	2
Definitions .....	2
Your insurer .....	6
Disclaimer .....	6
Eligibility criteria .....	7
Important information .....	8
Automatic renewal of your annual policy .....	9
Change of circumstances.....	9
Cancellation .....	9
When your policy will end.....	10
Governing law.....	11
What is covered.....	11
Property.....	11
Additional cover .....	11
What is not covered.....	13
Cyber Loss exclusion clause.....	15
General security requirements.....	16
General conditions Applicable to all sections of this policy .....	18
Making a claim .....	20
Complaints procedure.....	20
Additional information.....	22

## Key contact details

If **you** need to discuss any aspect of **your** policy with **us**, or just need support with **your** account functions, please use the contact details below.

### Bikmo

Tel: [+353 \(0\) 76 8886 022](tel:+353(0)768886022) - Monday – Friday 8am to 6pm

Email: [hello@bikmo.ie](mailto:hello@bikmo.ie) - Whenever convenient

## Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in **bold** type.

### Abandoned / Abandonment

When a **cycle** is left at a location which is not **your home** for more than 24 consecutive hours.

### Accessories

Equipment added or fixed to the **cycle** in addition to the manufacturer's original specification which is not critical to the operation of **your cycle**, cycling specific clothing and triathlon specific clothing, including helmets (excluding airbag helmets), backpacks, mounted cycling cameras, cycling computers, cycling GPS units, lights, spare wheels, **cycle** luggage, cycling tools, cycling armour & guards, locks.

### Accident/accidental

A sudden and unexpected event which happens by chance during the **period of insurance**.

### Administrator

Bikmo GmbH, Werk1, Aterlierstraße 29, 81671 München, Germany.

### Approved lock

- a. A specified lock from the Sold Secure list of **cycle** locks and which at the time of the purchase by **you** was appropriate to the cost of replacement of **your cycle** as new in accordance with the following grading of locks determined by the Sold Secure list:
  - i. for a **cycle** up to €300 in replacement **value**, an **approved lock** is one which is rated at 'Bronze' level by Sold Secure;
  - ii. for a **cycle** greater than €300 and up to €1,700 in replacement **value**, an **approved lock** is one which is rated at 'Silver' level by Sold Secure;

	<ul style="list-style-type: none"><li>iii. for a <b>cycle</b> greater than €1,700 in replacement <b>value</b>, an <b>approved lock</b> is one which is rated at 'Gold' level by Sold Secure.</li><li>b. any other specified lock accepted and agreed in writing by <b>us</b>.</li></ul>
<b>Commencement date</b>	The date <b>your</b> cover shall start, as shown on <b>your policy schedule</b> .
<b>Competition</b>	Any event which: <ul style="list-style-type: none"><li>a. involves a road <b>cycle</b> massed start; and</li><li>b. is defined as competitive by Cycling Ireland or the event organiser; or</li><li>c. is ranked by result or for which any prize or competitive score is awarded.</li></ul>
<b>Confiscation</b>	Confiscation, nationalisation, requisition or destruction of or <b>damage</b> to property by or under the order of any government or public or local authority.
<b>Cycle</b>	<p>Any bicycle, tricycle, tandem or recumbent which is <b>your</b> own property or for which <b>you</b> are legally responsible and which is normally kept at <b>your home</b>, is solely driven by human pedal power or electric battery and is not subject to the requirements of the Road Traffic Act.</p> <p>This includes any upgraded parts and components which are critical to the operation of the bicycle, tricycle, tandem or recumbent.</p> <p>This definition is extended to include electric bicycles being bicycles which are equipped with an auxiliary electric motor having a maximum continuous rated power of 0.25 kW, which cut off as the vehicle reaches a speed of 25 km/h.</p> <p><b>Accessories</b> are not included within this definition.</p>
<b>Damage</b>	Damage caused by violent and external means including <b>vandalism</b> .
<b>Endorsement</b>	A change to the terms of the policy.

## Evidence of ownership

The original purchase receipt, showing the date, price paid, details of the **cycle**, **accessories** and **approved lock**, name and address of seller, or other evidence which clearly demonstrates ownership.

## Excess

The amount shown on **your policy schedule** that **you** are responsible for and which will be deducted, or payable by **you**, in the event of each agreed claim.

## Family

**Your** parents, spouse, domestic partner, son, daughter or siblings, who permanently reside with **you** at the **home**.

## Forcible and violent entry

Entry evidenced by:

- a. visible **damage** to the fabric of the building or vehicle at the point of entry;
- b. visible **damage** caused to an **immovable object** or **approved lock**.

## Geographical limits

The Republic of Ireland and worldwide for up to a maximum of 90 days, in any 12 month period.

## Home

The location where the **cycle** is usually kept as stated on **your policy schedule**, which is **your** permanent domestic residence and is a house, or a flat or room in a communal residence. Cover shall be extended for a maximum period of 30 days at any one time during the **period of insurance**, to include any temporary residence such as a holiday cottage / holiday home, guesthouse or hotel within the **geographical limits**.

## Immovable object

- a. any solid object fixed in or on to concrete, stone, brick or similar, which is not capable of being undone, removed with, or lifted under/over the **cycle**;
- b. a motor vehicle roof rack or **cycle** rack, which must be attached securely in accordance with the manufacturer's recommendations and intended for the carriage of a **cycle**;
- c. a designated **cycle** rack located at a train station, bus station, coach station or **your** permanent place of employment, designed and constructed expressly for the purpose of securing a **cycle** and which is operated by **you**

	<p>in accordance with the instructions and/or guidance provided.</p>
<b>Insured value</b>	<p>The most <b>we</b> will pay for <b>your cycle</b> and <b>accessories</b> as shown on <b>your policy schedule</b>.</p>
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	<p>The period specified on <b>your policy schedule</b> when <b>your</b> policy is in force. For rolling monthly policies, this is within a rolling calendar year.</p>
<b>Policy schedule</b>	<p>The document issued by the <b>administrator</b> which confirms <b>your</b> personal details (e.g. name and address), <b>insured value</b>, <b>commencement date</b> and end date of <b>your</b> policy and any <b>endorsement</b>.</p>
<b>Premium</b>	<p>The amount referred to as such on <b>your policy schedule</b> that <b>you</b> are required to pay in exchange for cover under this policy.</p>
<b>Terrorism</b>	<p>An act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.</p>
<b>Theft</b>	<p>The unauthorised dishonest appropriation, or attempted appropriation, of <b>your cycle</b> by another person with the intention of permanently depriving <b>you</b> of it.</p>
<b>Unattended</b>	<p>Whilst the <b>cycle</b> is not being used or held in accordance with security requirements of this policy, by <b>you</b>.</p>

<b>Value</b>	The replacement cost of the <b>cycle</b> and any <b>accessories</b> as at the date of loss, as assessed by the <b>administrator</b> .
<b>Vandalism</b>	The intentional <b>damage</b> to <b>your cycle</b> caused by a third party.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We / Us / Our / Insurers</b>	Great American International Insurance (EU) DAC
<b>You / Your / Yourself</b>	The person named on the <b>policy schedule</b> , or any <b>family</b> member using the <b>cycle</b> with <b>your</b> consent.

## Your insurer

**This section explains who your insurers are.** This insurance is arranged and administered by Bikmo and underwritten by Great American International Insurance (EU) DAC.

Great American International Insurance (EU) DAC who are registered in Dublin, Ireland at Station House, Dublin Road, Malahide, K36 K193, Co Dublin, Ireland. Company Registration Number: 380145. Great American International Insurance (EU) DAC is regulated by the Central Bank of Ireland.

Bikmo GmbH who are registered in Munich, werk1, Aterlierstraße 29, 81671 München, Germany. Company registration number HRB 248847. Bikmo GmbH is authorised and regulated by the IHK in Munich ref: D-7BNS-163BM-35

Details about the extent of their regulation are available on request.

## Disclaimer

**You need to check the policy meets your requirements before taking out the policy!** **We** have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not.

**You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure their **cycle** against **theft** and **accidental damage**.

**Your cycle** must be in good condition and full working order prior to taking out this policy.

If there is evidence that the **accidental damage, theft** or loss occurred prior to the policy **commencement date** **your** claim will be refused and no **premium** refund will be due.

## Eligibility criteria

**You need to check you are eligible for the policy.**

**You** are eligible for this insurance cover if:

- a. **you** are aged 18 or over; and
- b. **you** or any person to be covered by this insurance are a permanent resident of the Republic of Ireland and **your** permanent address is located within the Republic of Ireland; and
- c. **your cycle** is owned by **you** or any person to be covered by this insurance and usually kept at **your** address within the Republic of Ireland; and
- d. **you** or any person to be covered by this insurance do not use **your cycle** for professional purposes other than commuting or if **you** receive annual competition appearance fees of less than €5,000; and
- e. **your cycle** does not exceed €10,000 in **value**; and

in the past 5 years **you** or any person to be covered by this insurance;

- f. have not made more than 2 claims for **theft** or **damage** to **any cycle**; and
- g. have not had a total **value** of all claims relating to the **theft** or **damage** to **your cycle** under any insurance policy (other than Motor or Health Insurance) that exceeds €5000; and

**you** or any person to be covered by this insurance have not had any insurance or proposal:

- h. cancelled

- i. withdrawn
- j. declined
- k. made subject to special terms; and

**you** or any person to be covered by this insurance have not been;

- l. convicted of or charged with any offence, other than a motoring offence or conviction spent under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016; or
- m. declared bankrupt or become insolvent or made any voluntary arrangement with creditors or been subject to enforcement of a judgement debt.

## Important information

This section highlights some important details of **your** policy.

It is important that **you** check **your policy schedule** to ensure that the information that **you** have provided to **us** is accurate and that the cover options which **you** have chosen are correct. Please take the time to read the contents of this policy to ensure that **you** understand the cover **we** are providing to **you** and that **you** comply with **our** terms and conditions.

This policy wording and **your policy schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason. **We** recommend that **you** periodically review **your** policy to ensure that it continues to meet **your** needs.

In return for the payment of **your premium we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

If **you** pay for **your premium** monthly then **your** policy is a rolling monthly policy and is only in force if the monthly **premium** continues to be paid.

If **you** pay for **your** policy annually, then **your** policy is an annual policy for which the full annual **premium** must be paid at inception and again at each annual renewal date. The type of policy **you** have will be shown on **your policy schedule**.

## Automatic renewal of your annual policy

This is what happens each year when it comes to the renewal of **your** policy.

**We** will contact **you** up to 30 days before the annual renewal date of **your** policy and **we** will tell **you** then if there are any changes to **your** premium or the terms of **your** policy.

To ensure continuation of cover, **we** will attempt to renew **your** policy 2 weeks prior to the renewal date unless **you** advise **us** otherwise. If **we** are unable to automatically process **your** renewal **we** will contact **you** before **your** renewal date and invite **you** to renew **your** policy via an alternative channel.

**Your** renewal premium will be taken using the same method as **your** most recent payment.

If **you** do not wish to automatically renew **your** policy, simply follow the instruction in **your** renewal notification.

If **you** do nothing, then **your** policy will automatically renew for a further period of 12 months.

## Change of circumstances

**You** need to let **us** know if anything significant changes that could affect **your** policy.

**You** must immediately advise Bikmo if any of the following circumstances change, at any point during the **period of insurance**;

- a. **you** are no longer a permanent resident of the Republic of Ireland;
- b. **you** change **your** address;
- c. **you** have insurance cancelled, or declined, or withdrawn, or terms applied by another insurance provider.

If **you** are not sure if a change in circumstances is relevant to **your** policy, please contact Bikmo Customer Experience at [hello@bikmo.ie](mailto:hello@bikmo.ie) for advice.

## Cancellation

If **you** need to cancel **your** policy then these

**We** hope **you** are happy with the cover this policy provides. However, if after reading the policy, this insurance does not meet with **your** requirements, please notify the **administrator** in writing within 14 days

are the steps to take, and what will happen.

from the **commencement date** of this insurance and **we** will refund **your premium** provided that no claims have been made.

If **you** wish to cancel **your** policy after 14 days from the **commencement date** of this insurance, provided that you give us 30 days written notice and that no claims have been made, **you** will be entitled to a pro-rata refund of **premium** paid. If **you** pay **your** premium monthly there will be no refund of premium as **you** will have already received the cover for the premium paid to date.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation email will be sent to **you** at **your** last known email address. Valid reasons may include but are not limited to:

- a. where **we** reasonably suspect fraud;
- b. non-payment of **premium**;
- c. threatening and abusive behaviour;
- d. non-compliance with policy terms and conditions;
- e. **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **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, which may result in **your** policy being cancelled from the **commencement date**.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any **premium** **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the **premium**.

## When your policy will end

When **you** and **your** cycle will no longer

The benefits provided under **your** policy will cease on the earliest of the following:

- a. the end date, as shown on **your** policy schedule;

be covered by **your** policy.

b. the date **your** policy is cancelled.

## Governing law

This explains who governs the law of the policy.

Unless some other law is agreed in writing, this policy is governed by Irish law. If there is a dispute, it will only be dealt with in the courts of Ireland.

## What is covered

### Property

Where **you** have paid the appropriate **premium** and **cycle** and **accessories** cover is shown on **your policy schedule** **you** are covered up to the **insured value** shown on **your policy schedule** for:

#### Accidental damage

**We** will pay repair costs if **your cycle** is damaged as the result of an **accident**. If **your cycle** cannot be repaired, **we** will replace it (see **Settlement method** below).

#### Theft

If **your cycle** is stolen **we** will replace it (see **Settlement method** below). Where only a part or parts of **your cycle** have been stolen, **we** will only replace that part or parts.

### Additional cover

The following are also covered up to the **insured value** shown on **your policy schedule**.

#### Accessories

Equipment attached to **your cycle**, which is **your** own property or for which **you** are legally responsible, against **accidental damage** and **theft** occurring during the **period of insurance**.

**We** will not make any payment under this additional cover for any **theft** or **damage**:

- a. unless resulting directly from the use of **your cycle**;
- b. to any upgraded parts and components which are critical to the operation of **your cycle**; or

- c. to any mobile phones or PDAs.

## Clothing

Any article of specialist cycling or triathlon clothing, which is **your** own property or for which **you** are legally responsible, against **accidental damage** and **theft** occurring during the **period of insurance**.

**We** will not make any payment under this additional cover for any **theft** or **damage** unless resulting directly from the use of **your cycle**.

## Bike boxes

Any luggage designed specifically for the carriage of **your cycle**, which is **your** own property or for which **you** are legally responsible against **accidental damage** and **theft** occurring during the **period of insurance**.

**We** will not make any payment under this additional cover for any **theft** or **damage** which occurs away from **your home** unless **your cycle** is damaged or stolen at the same time and by the same cause.

## Returning home

The necessary and reasonable costs that **you** incur to return directly to **your home** by a registered taxi or by public transport following **theft** of or **accidental damage** to **your cycle** insured under this policy, which results in **your cycle** becoming unusable.

**We** will not make any payment under this additional cover where **you** cannot provide a valid receipt or ticket from a registered taxi or public transport company showing the cost of that journey.

Repatriation is not covered.

## Emergency cycle hire

The necessary and reasonable costs of hiring an alternative cycle following **theft** of or **accidental damage** to **your cycle**, which results in **your cycle** becoming unusable. **We** will only pay for hire costs for the period beginning at the date of the **theft** or **accidental damage** until **your cycle** is repaired or replaced. However, **we** will not make any payment under this additional cover unless

- a. **we** agree that **you** may incur the hire costs before **you** have incurred them; and
- b. the total hire costs are less than the replacement or repair cost of the **cycle**; and
- c. **you** can provide **us** with written evidence of **your** hire costs.

## Event fees

The non-refundable fee which has already been paid by **you** in respect of an organised non-competitive road cycling event, competitive biathlon, triathlon, off-road or cyclo-cross event in which **you** were due to

participate if **you** are no longer able to attend the event as a sole and direct result of a cause which occurs during the **period of insurance** and is entirely beyond **your** control.

**We** will not make any payment under this additional cover:

- a. directly or indirectly due to any failure, withdrawal or inadequacy of necessary finance or any financial failure of or financial default of any person, corporation or entity; or
- b. directly or indirectly due to strikes, industrial action or labour disputes, whether actual or threatened; or
- c. directly or indirectly due to any action taken by any national or international body or agency to control, prevent or suppress or in any way relating to any infectious disease; or
- d. directly or indirectly due to adverse weather; or
- e. directly or indirectly due to war, **terrorism** or nuclear risks; or
- f. for more than one cycling, biathlon, triathlon or cyclo-cross event in any one **period of insurance**.

## What is not covered

1. Any applicable **excess**.
2. **Theft** of or **accidental damage** to the **cycle** unless **you** can provide by **evidence of ownership**.
3. **Theft** of or **accidental damage** to **accessories** where **accessories** cover is not shown on **your policy schedule**.
4. **Theft** of or **accidental damage** to **accessories** unless substantiated by **evidence of ownership**.
5. **Theft** of or **accidental damage** to **accessories** unless resulting directly from the use of **your cycle**.
6. **Theft** from **your home** unless:
  - a. the **cycle** is kept inside the **home** and any security devices such as door locks are in operation; and
  - b. **theft** from the **home** involves **forcible and violent entry** or exit.

7. **Theft** from any garage, outbuilding, shed, underground car park or communal hallway unless the **cycle** has been secured to an **immovable object** through the frame with an **approved lock** substantiated by a sales purchase or till receipt, and accompanied by the remains of the lock or all keys supplied with the lock.
8. **Theft** from or away from **home** where the **cycle** and **accessories** are left **unattended**.
9. **Theft** away from **home** unless the **cycle** has been secured to an **immovable object** with an **approved lock** through the frame.  
  
If the **cycle** is stolen from the transition area of an organised competitive triathlon or biathlon or the pit area of an organised competitive cyclo-cross event, that **you** are competing in, this exclusion does not apply.
10. **Theft, accidental damage** or **vandalism** following **abandonment** or any unexplained disappearance or theft.
11. **Theft** from any motor vehicle unless:
  - a. the **cycle** is fully contained within the motor vehicle or secured by an **approved lock** through the frame to a roof or **cycle** rack attached to the motor vehicle; and
  - b. the motor vehicle is securely locked and any security devices are in operation; and
  - c. **theft** is a result of **forcible and violent entry** or removal and there is physical evidence or such.
12. Loss or **damage** caused by wear and tear, wet or dry rot, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, lack of or poor maintenance or failure to follow manufacturer's instructions when using, maintaining or repairing the cycle or any gradually operating cause.
13. Marring, scratching denting or any cosmetic change which does not impair the operation, function or safety of the **cycle**.
14. Claims where the **cycle** has suffered **damage** as a result of a manufacturing fault.
15. Any tyres or fixed **accessories** unless the **cycle** was stolen or damaged at the same time and by the same cause.

16. **Theft** by a person to whom the **cycle** was entrusted, other than a member of **your family**.
17. **Theft** of or **damage** to the **cycle** whilst being used in any **competition**, unless **competition** cover is shown on the **policy schedule** and the additional **premium** has been paid.
18. **Theft** or **damage** of a **cycle** that is engaged for use in trade or business purposes (excluding commuting to and from work).
19. **Theft** or **vandalism** where a crime reference number cannot be provided.
20. Any mechanical or electrical breakdown or defect or electronic malfunction.
21. **Confiscation**.
22. **Terrorism, war or nuclear risks**.
23. Any claim directly or indirectly caused, contributed to, by or happening through or in the consequence of:
  - a. pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
  - b. suicide, attempted suicide or deliberate injury to **yourself** or putting **yourself** in unnecessary danger (unless trying to save human life).
  - c. **your** solvent use, **you** 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.
  - d. **your** engaging in any criminal act.

## Cyber Loss exclusion clause

### Cyber Loss

- a. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
- b. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - i. the use or operation of any Computer System or Computer Network;
  - ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;

- iii. access to, processing, transmission, storage or use of any Data;
  - iv. inability to access, process, transmit, store or use any Data;
  - v. any threat of or any hoax relating to 2.1 to 2.4 above;
  - vi. any error or omission or accident in respect of any Computer System, Computer Network or Data;
  - vii. any activity of third party(s) causing disruption or damage to any Computer System or Computer Network.
- c. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
  - d. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
  - e. Data means information used, accessed, processed, transmitted or stored by a Computer System.
  - f. When this clause forms part of a reinsurance contract, Insured shall be amended to read (or refer to) Original Insured.

## General security requirements

You need to follow **our** security requirements to comply with **our** policy wording to keep **your** cycle safe.

**Security requirements where the cycle is at the home.**

**Theft** of the cycle, whilst at **home**, shall only be covered in circumstances where the cycle is:

- a. not left **unattended**; or
- b. kept inside and any security devices are in operation; or
- c. stored within a private garage, privately accessed wooden or aluminium shed within the boundaries of the **home** and **you** have 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 5 lever padlock; or

## Security requirements where the **cycle** is away from the **home**.

- ii. the **cycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building; or
- d. secured through the frame by an **approved lock** to an **immovable object** within the building when at **your home** in any location which is described as a communal hallway or communal outbuilding.

**Theft** of the **cycle**, whilst away from the **home**, shall only be covered in circumstances where:

- a. the **cycle** is not left **unattended**;
- b. where the **cycle** is left **unattended**, it must be secured to an **immovable object** by an **approved lock** through the frame;
- c. any access to the **cycle** is affected by **forcible and violent entry**;
- d. the **cycle** is not left **unattended** within the boundaries of a train station, bus station, coach station or **your** permanent place of employment, for more than 24 hours and subject to conditions (b.) and (c.) above.

If the **cycle** is within the transition area of an organised competitive triathlon or biathlon or the pit area of an organised competitive cyclo-cross event, that **you** are competing in, (b.) does not apply.

## Security requirements where the **cycle** is in or on a vehicle.

**Theft** whilst the **cycle** is in or on a vehicle shall only be covered in circumstances where:

- a. all doors, windows and other openings of the vehicle and **cycle** rack are left closed, securely locked and properly fastened;
- b. access to the **cycle** must have been affected by **forcible and violent entry**;
- c. any security devices installed in the vehicle and **cycle** rack are in operation;
- d. the **cycle** is fully contained within the motor vehicle or secured by an **approved lock** through the frame to the roof or **cycle** rack attached to the motor vehicle;
- e. any **cycle** which is locked on to the exterior of the vehicle (e.g. by roof or rear **cycle** rack) must be removed between the hours of 9pm and 6am and fully contained within the vehicle or kept securely in accordance with the policy terms and conditions.

## General conditions

### Applicable to all sections of this policy

#### Fraud

**You** must not act in a fraudulent way. **Your** insurance may be invalid if **you** or anyone acting for **you**:

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

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.

#### Duty of care

**You** must take care to prevent any **accidental damage, vandalism** or **theft** and keep **your cycle** and the security measures, including in **your home** and on or in **your** vehicle, protecting the **cycle**, in a good state of repair and condition.

**You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

#### Replacement value

**We** will pay for the cost of replacement as new up to the **insured value** shown on **your policy schedule** at the time of the incident.

#### 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.

	<p><b>You</b> shall, at <b>our</b> request and <b>our</b> expense, agree to and permit <b>us</b> to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right.</p> <p><b>You</b> will take no action or make any agreements that may weaken or remove <b>our</b> rights under this clause without <b>our</b> prior written permission.</p> <p><b>We</b> will pay any costs or expenses involved in exercising <b>our</b> right of subrogation.</p>
Salvage	<p><b>We</b> have the right to take and keep possession of the <b>cycle</b> which is the subject of a claim made by <b>you</b> and to treat the <b>cycle</b> as salvage and to dispose of it in any way <b>we</b> deem appropriate. Any proceeds from such salvage belong to <b>us</b> and will be used by <b>us</b> to offset the amount of any claim payment made by <b>you</b>.</p>
Settlement method	<p><b>We</b> reserve the right to specify a supplier of <b>our</b> choice for the repair or replacement of the <b>cycle</b> who will invoice <b>us</b> directly for the repairs or the replacement or at <b>our</b> discretion offer cash settlement to the indemnity <b>value</b> of the replacement <b>cycle</b>. If the <b>cycle</b> or <b>accessories</b> are more than 3 years old settlement will be on the basis of like for like for condition and age.</p>
Economic or Trade Sanctions	<p>No cover or benefit shall be provided, and no sum shall be payable under this policy to the extent that providing or paying it would directly or indirectly put <b>us</b> or <b>our</b> ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.</p>
Language	<p><b>Your</b> policy will be in English unless <b>you</b> and <b>we</b> agree otherwise.</p>
Your insurer	<p>The underwriter of <b>your</b> insurance is Great American International Insurance (EU) DAC, having its registered office at Station House, Dublin Road, Malahide, Co Dublin, K36 K193.</p>
Regulatory Status	<p>Great American International Insurance (EU) DAC is licensed by <i>the Central Bank of Ireland for conduct of business rules</i>.</p>
Main business	<p>Great American International Insurance (EU) DAC is a non-life insurance undertaking which underwrites various insurance products.</p>

## Making a claim

In the event **you** need to make a claim, follow the instructions here.

### Cycle

If **you** need to make a claim for **accidental damage, theft or vandalism**, including additional cover, please notify Bikmo as soon as possible.

Please note that if **you** delay reporting a claim to **us** without good reason, and that delay causes an adverse and prejudicial effect to **us**, then **we** may decline to accept **your** claim.

**You** must complete the online claim form and follow any instructions relating to the claim form.

**You** will be asked to supply evidence to support **your** claim, including but not limited to; **evidence of ownership** for **your cycle**, evidence of **damage**, crime reference numbers, **evidence of ownership** – including the key - of the **approved lock** for **your cycle**.

Every claim will require a completed and signed claim form. Before signing this claim form, **you** must check the answers **you** have given and any supporting documentary evidence, very carefully. All questions must be answered.

**We** may also request that **you** provide proof of **your** identity prior to settlement of any claim.

## 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:

### The policy, service and claims

Please contact the **administrator** of the policy:

Bikmo GmbH  
Werk1, Aterlierstraße 29  
81671 München  
Germany

Tel: +353 (0) 76 8886 022

Email: [hello@bikmo.ie](mailto:hello@bikmo.ie)

If **your** complaint about **your** policy cannot be resolved by the end of the third working day, **your administrator** will pass it to:

The Complaints Manager

Great American International Insurance (EU) DAC

Station House

Dublin Road

Malahide

County Dublin

Ireland

Telephone: 01 845 4850

Fax: 01 845 8414

Email: [Gaiilwebenquiry@GAIG.COM](mailto:Gaiilwebenquiry@GAIG.COM)

Website: [www.gaiil.com](http://www.gaiil.com)

If **we** cannot give **you** a final decision within 4 weeks from the date **we** receive **your** complaint, **we** will explain why and tell **you** when **we** hope to reach a decision.

**Our** decision is final and based on the evidence presented. If **you** feel that there is any new evidence or information that may change **our** decision **you** have the right to make an appeal

Should **you** be dissatisfied with **our** Complaints Manager's decision or fail to receive a final answer within eight weeks\* of **us** receiving the complaint, **you** have the right to refer the matter directly to the Chief Executive Officer of Great American International Insurance Company DAC at the above address.

\*NOTE: The timescales given above are dependent on **you** responding immediately to any correspondence **we** send **you**.

In all correspondence please state that **your** insurance is provided by Great American International Insurance (EU) DAC and quote scheme reference **Bikmo Ireland**.

## Financial Ombudsman

If **you** have received the final response to **your** complaint and **you** are still dissatisfied, **you** may refer **your** case to the Financial Services Ombudsman Bureau (FSOB). The FSOB will only consider complaints

after **you** have been provided with written confirmation that the internal complaints procedure has been exhausted. The FSOB's contact details are:

Financial Services Ombudsman Bureau  
3rd Floor  
Lincoln House  
Lincoln Place  
Dublin 2.

Lo Call: 1890 88 20 90  
Phone: +353 1 6620899  
Fax: +353 1 6620890

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

Web: [www.financialombudsman.ie](http://www.financialombudsman.ie)

Alternatively, if **you** have purchased **your** policy online, **you** can submit a complaint through the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/odr>

## Compensation Scheme

Great American International Insurance (EU) DAC is regulated by the Central Bank of Ireland (C34050) for the Conduct of Business Rules. In the event that the company cannot meet its insurance obligations **you** may be entitled to compensation from the Irish Insurance Compensation Fund. Further information about the compensation scheme arrangements is available from the Central Bank of Ireland by writing to P.O. Box 9138, College Green, Dublin 2, Republic of Ireland or by telephone or fax (Tel: 01 410 4000 or Fax: 01 410 4900) or by e-mail [consumerinfo@centralbank.ie](mailto:consumerinfo@centralbank.ie).

## Additional information

### Stamp Duty

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Finance Act 1990 (or future amendments thereto)

## Information processing

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

**You** should understand that any information **you** have provided and may provide in future will be processed by **us**, in compliance with the provisions of the Data Protection Act 1988 and the Data Protection (Amendment) Act 2003 for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing that information to other parties. **You** have expressly granted **your** permission for information relating to **you** to be held and processed by related companies in the United States of America.

## Personal information (including sensitive personal information)

**We** collect and process information provided by policyholders and third parties. Information **we** process may be defined as personal and/or sensitive personal information under the relevant data protection laws.

Personal information is defined as information that may identify a living individual e.g. name, address, driving licence and national insurance numbers. Personal information is also information that can identify an individual through a work function or title.

Personal information **we** ask **you** for may be sensitive personal information, this could be information about **your** health or any criminal convictions. **We** will not use that sensitive personal information about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** policy documents. Please ensure that **you** only provide **us** with sensitive personal information about other people with their agreement.

## Your electronic information

If **you** contact **us** electronically, **your** electronic identifier may be collected e.g. Internet Protocol (IP) address or **your** telephone number may be supplied by **your** service provider.

## How **we** use **your** information and who **we** share it with

**Your** personal information and/or sensitive personal information may be used by **us** in a number of ways, including to:

- a. arrange and administer an application for insurance;
- b. manage and administer the insurance;
- c. investigate, process and manage claims; and/or
- d. prevent fraud.

**We** may pass **your** personal information and/or sensitive personal information to third parties, including **our** authorised agents; service

providers; contractors; the insurers and their reinsurers; other insurers; legal advisers; loss adjusters; claims handlers or as required by law, including to government or regulatory authorities.

In order to prevent and detect fraud **we** may share **your** personal information and/or sensitive personal information with other organisations and public bodies, including the police, credit reference agencies and fraud prevention agencies and check and/or file the details with fraud prevention agencies and databases.

**We** may use and share **your** personal information and/or sensitive personal information within the Advent/CPU Group to:

- a. assess financial and insurance risks;
- b. recover debt;
- c. prevent and detect crime; and
- d. develop products and services.

**We** do not disclose **your** information to anyone outside the Great American Insurance Group except:

- a. where **we** have **your** permission;
- b. where **we** are required or permitted to do so by law;
- c. to other companies who provide a service to **us** or **you**; or
- d. where **we** may transfer rights and obligations under the insurance.

Insurers also participate in industry databases such as those operated by the Irish Insurance Federation, including Insurance Link Central Register (Insurance Link), the Motor Insurance Bureau of Ireland (MIBI) and the National Fleet Database (NFD).

Insurers may also, in certain circumstances, use private investigators to investigate a claim.

Through Insurance Link, personal and/or sensitive personal information may be shared with insurance companies, self-insurers or statutory authorities. **We** also reserve the right to use Insurance Link information at the underwriting stage.

More information about Insurance Link can be found at [www.inslink.ie](http://www.inslink.ie)

**Why it is necessary to share information?**

Insurance companies share claims data:

- a. to ensure that more than one claim cannot be made for the same personal injury or property damage;
- b. to check that claims information matches what was provided when the insurance was taken out; and
- c. when required, to act as a basis for investigating claims when it is suspected that insurance fraud is being attempted.

The purpose of Insurance Link is to help insurers identify incorrect information and fraudulent claims and, therefore, to protect policyholders.

In certain cases, where an insurance company through Insurance Link identifies that a claimant has made a previous claim to another insurance company, the insurance companies may exchange additional information about the policy holder.

## Data protection act

Information about insurers' obligations in relation to **your** information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector, which is available at [www.dataprotection.ie](http://www.dataprotection.ie).

Under the Data Protection Act 1988 and the Data Protection (Amendment) Act 2003 **you** have a right to know what information **we** collect. **You** also have the right to know what information is held on Insurance Link. If **you** wish to exercise this right then please contact **us** at the address below.

**We** may transfer **your** personal and/or sensitive personal information to other countries including countries outside of the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **your** personal and/or sensitive personal information.

By providing **you** with **your** personal and/or sensitive personal information and proceeding with this insurance, **you** consent to all of **your** information being used, processed, disclosed, transferred and retained for the purpose of administration of this insurance.

If **you** are a third party supplying **us** with information, **you** should ensure that **you** have fairly and fully obtained consent from any other person covered by this insurance for the processing of his or her information by **us**. **You** should also show this notice to any other person covered by this insurance.

Please write to **us** at the address below if **you** do not wish **your** information to be used for any of the purposes set out in this notice or if **you** have any other questions relating to the processing of **your** information please contact:

The Head of Compliance, Great American International Insurance Company DAC, Station House, Dublin Road, Malahide, County Dublin, Ireland. Telephone: 01 845 4850

## Call recording

To help **us** provide a quality service, **your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the service **we** provide.