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**Section 1 – Who we are**

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**Who we are**

Inspire Risk Management Ltd are the insurance brokers and managers of the Bikmo+ cycle insurance scheme.

The company is registered in England and the registration number is 06509349.

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

Signed for and on behalf of Inspire Risk Management Ltd.



**Martin Holden**  
Director

The Bikmo+ cycle insurance scheme is underwritten by Hiscox Underwriting Ltd for and on behalf of Hiscox Insurance Company Limited.

Hiscox Underwriting Ltd is registered in England and the registration number is 02372789. Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority

Hiscox Insurance Company Ltd is registered in England and the registration number is 70234. Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

**Section 2 – General terms and conditions****Our promise to you**

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Signed for and on behalf of Hiscox Underwriting Ltd:



**Steve Langan**  
Managing Director, Hiscox UK

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

**Complaints procedure**

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about the sale of **your policy** or the service offered by **your** broker, **you** should contact Inspire Risk Management Ltd:

Telephone: 01942 705 225  
Email: martin@inspirerm.com

Inspire Risk Management Ltd  
Second Floor Office  
Wigan Investment Centre  
Waterside Drive  
Wigan  
WN3 5BA

If **you** have any questions or concerns about the terms of **your policy** or the decisions regarding the settlement of a claim, please contact **our** customer relations team in writing at:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York  
YO1 7PR  
or by telephone on 01904 681198  
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also 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).

**Details**

In correspondence or communication with any of the above please remember to quote:

1. **your** full name and address;
2. the name of the contract – Bikmo+ cycle insurance scheme;
3. **your** unique **policy** number or **your** claims reference number so that **your policy** or claims record or file can be quickly located.

Referring **your** complaint to Inspire Risk Management Ltd or Hiscox customer relations does not in any way affect **your** right to refer **your** complaint to the Financial Ombudsman Service. **You** should be aware however that before dealing with **your** complaint, the Financial Ombudsman Service will wish to be satisfied that the complaints procedure outlined above has been fully and properly exhausted by **you** before becoming involved and making any judgment. **You** should also be aware that there are certain types of complaints that the Financial Ombudsman Service are unable to deal with.

**Section 2 – General terms and conditions**

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<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Abandoned</b>	When a <b>cycle</b> is left in a location which is not <b>your home</b> for more than 24 consecutive hours.
<b>Accessories</b>	Any of the following: a. upgraded parts and components of <b>your cycle</b> ; or b. equipment attached to <b>your cycle</b> ; or c. articles of specialist cycling, biathlon or triathlon clothing and headgear; or d. luggage designed specifically for the carriage of <b>your cycle</b> ; which are <b>your</b> own property or for which <b>you</b> are legally responsible.
<b>Amount insured</b>	The most <b>we</b> will pay for <b>your cycles</b> and <b>accessories</b> as shown in the schedule. Unless <b>we</b> say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after <b>we</b> pay a claim provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage.
<b>Approved lock</b>	A lock which at the time of purchase by <b>you</b> was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of cycle locks and which at the time of the purchase by <b>you</b> was appropriate to the value of <b>your cycle(s)</b> in accordance with the classification of locks determined by the MLA 'Sold Secure' list.
<b>Confiscation</b>	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
<b>Cycle</b>	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 the address shown in the schedule. The <b>cycle</b> must be driven only by human pedal power or electric battery and must not be powered in such a way that it is subject to the requirements of the Road Traffic Act.
<b>Domestic employee</b>	Any person who lives at the <b>home</b> and works for <b>you</b> in connection with domestic duties who is: a. employed by <b>you</b> under a contract of service; or b. self-employed and working on a labour-only basis under <b>your</b> control or supervision. This definition does not include any employee while working for <b>you</b> in connection with <b>your</b> business, trade or profession.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Evidence of ownership</b>	The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of the <b>cycle</b> , <b>accessories</b> and <b>approved lock</b> or any other evidence which demonstrates <b>your</b> ownership to <b>our</b> satisfaction.
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Home</b>	The location stated in <b>your</b> schedule where <b>your cycle</b> and <b>accessories</b> are usually kept which shall mean: a. <b>your</b> private dwelling built of brick, stone or concrete and roofed with slates or tiles; or b. a lockable outbuilding or garage built of brick, stone or concrete and roofed with slates, tiles, corrugated steel, asbestos or multi-layered with modern materials, which is within the boundaries of <b>your</b> private dwelling and is privately accessed; or c. a secure gated car park within the boundaries of <b>your</b> private dwelling which is privately accessed by residents and their guests only; or

## Section 2 – General terms and conditions

- d. a lockable wooden or metal shed within the boundaries of **your** private dwelling which is privately accessed by residents and their guests only; or
- e. a holiday home, guest house, boarding house, motel or hotel in which **you** are resident for up to 28 consecutive days;
- f. any self-contained lockable private room within the halls of residence in which **you** normally reside; or
- g. a communal hallway within the halls of residence in which **you** normally reside; or
- h. any other specific location which has been referred to and agreed by **us** in writing.

### Immovable object

Any of the following:

- a. a solid object fixed onto or into brick, stone, concrete or metal and which cannot be undone or removed with or lifted under or over the **cycle**; or
- b. a securely fixed purpose-built motor vehicle roof rack or cycle rack; or
- c. an official cycle rack at a railway station and supplied by the railway station specifically for the purpose of securing cycles in an area of the station which is within the jurisdiction of the British Transport Police Authority.

### Nuclear risks

- a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. 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;
- c. all operations carried out on any site or premises on which anything in a. or b. above is located.

### Period of insurance

The time for which this **policy** is in force as shown in the schedule.

### Policy

This insurance document and the schedule, including any **endorsements**.

### Terrorism

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

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

### War

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

### We/us/our

The insurers named in the schedule.

### You/your/yourself

The insured named in the schedule and all permanent members of that person's household including **domestic employees** who live at the **home**.

**Section 2 – General terms and conditions****Conditions precedent**

General conditions 2, 3 and 4 below, general claims condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

**General conditions**

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

## Information

1. In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

**You** must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. If **you** are in any doubt, please contact **us** or Inspire Risk Management Ltd.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the cancellation condition, amend the terms of **your policy** or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

## Due diligence

2. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.

## Premium payment

3. **We** will not make any payment under this **policy** unless **you** have paid the premium.

## Cancellation

4. If **you** decide within the first 14 days of taking out this **policy** that this **policy** does not meet **your** requirements, **you** may cancel this **policy** and, provided that no claim has been made, receive a full refund of **your** premium.

After 14 days, **you** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £10.

## Multiple insureds

5. The most **we** will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

**You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

## Rights of third parties

6. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

## Misrepresentation

7. If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- a. treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- b. amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- c. charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**;

**Section 2 – General terms and conditions**

d. cancel **your policy** in accordance with the cancellation condition.

**We** or Inspire Risk Management Ltd will write to **you** if **we**:

- a. intend to treat this insurance as if it never existed; or
- b. need to amend the terms of **your policy**; or
- c. require **you** to pay more for **your** insurance.

Other insurance

8. This **policy** does not cover any loss or claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist.

Governing law

9. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.

Arbitration

10. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

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**General claims conditions**

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations

- 1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
  - c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
  - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

False claims

- 2. If **you** have made a false claim, **we** can refuse to pay a claim or **we** can treat this insurance as though it had never existed.

**Section 3 – Property**

The General terms and conditions and the following terms and conditions all apply to this section.

**What is covered**

We will insure **you** for:

- a. accidental damage to **your cycle** at **your home** and theft of **your cycle** from **your home**; and
- b. accidental damage to **your cycle** while away from **your home** and theft of **your cycle** while away from **your home**;

occurring during the **period of insurance**, up to the amount shown in the schedule.

**Additional cover**

The following are also insured up to the amount shown in the schedule:

Upgraded parts and components

1. accidental damage to or theft of the following items occurring during the **period of insurance**:

- a. upgraded parts and components of **your cycle**; and
- b. equipment fixed to **your cycle**;

which are **your** own property or for which **you** are legally responsible. However **we** will not make any payment under this additional cover for any theft or damage:

- i. to any mobile phones or PDAs; or
- ii. which occurs away from **your home** unless **your cycle** is damaged or stolen at the same time and by the same cause.

Specialist clothing and headgear

2. accidental damage to or theft of any articles of specialist cycling, biathlon or triathlon clothing, including wetsuits, eyewear, footwear and headgear, which are **your** own property or for which **you** are legally responsible, occurring during the **period of insurance**. However **we** will not make any payment under this additional cover for any theft or damage which occurs away from **your home** unless:

- a. the item is stolen from the transition area of an organised competitive triathlon or biathlon transition area in which **you** are participating; or
- b. **your cycle** is damaged or stolen at the same time and by the same cause.

Cycle boxes

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

4. 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 section, which results in **your cycle** becoming unusable. However, **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.

Alternative cycle hire

5. the necessary and reasonable costs of hiring an alternative cycle following theft of or accidental damage to **your cycle** insured under this section, 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.



**Section 3 – Property**

Race fees

6. the non-refundable fee which has already been paid by **you** in respect of an organised competitive cycling, biathlon or triathlon event in which **you** were due to participate if **you** are no longer able to attend the race as a sole and direct result of a cause which occurs during the **period of insurance** and is entirely beyond **your** control. However **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 or triathlon event in any one **period of insurance**.

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**What is not covered**

- A. **We** will not make any payment for:
1. theft from **your home** unless:
    - a. the **cycle** and **accessories** are under **your** personal supervision; or
    - b. the **cycle** and **accessories** are contained within **your** private dwelling and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the premises by the thieves; or
    - c. the **cycle** and **accessories** are contained within a lockable outbuilding or garage which is within the boundaries of **your** private dwelling and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the outbuilding or garage by the thieves; or
    - d. the **cycle** is contained within a lockable shed or secure gated car park within the boundaries of **your** private dwelling which is privately accessed by residents and their guests only and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the shed or car park by the thieves; or
    - e. the **cycle** and **accessories** are contained within a holiday home, guest house, boarding house, motel or hotel in which **you** are resident and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the premises by the thieves; or
    - f. the **cycle** and **accessories** are contained within a self-contained lockable private room within a hall of residence and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the room by the thieves; or
    - g. the **cycle** is secured through the frame by an **approved lock** to an **immovable object**.
  2. theft away from **your home** unless:
    - a. the **cycle** and **accessories** are under **your** personal supervision; or
    - b. the **cycle** is stolen from the transition area of an organised competitive triathlon or biathlon transition area in which **you** are participating; or
    - c. the **cycle** is secured through the frame by an **approved lock** to an **immovable object**; or
    - d. the **cycle** is secured through the frame by an **approved lock** to an official cycle rack provided by the railway station; or

**Section 3 – Property**

- e. the **cycle** is clearly labelled and stored in a designated cycle storage carriage of a train, or in the custody and control of the rail network operator or their agents; or
  - f. the **cycle** is adequately and professionally packed and stowed in the hold of an aircraft or boat, or in the custody and control of an airport or seaport operator or their agents; or
  - g. the **cycle** is completely contained within a motor vehicle and the motor vehicle was fully locked with all security protections in force and the theft is a direct result of violent and forcible entry to the motor vehicle by the thieves.
3. any theft or damage which occurs outside the **geographical limits**.
  4. any theft or damage to **your cycle** or **accessories** where **you** cannot provide **us** with **evidence of ownership**.
  5. any theft or damage to **your cycle** or **accessories** unless the **cycle** or **accessories** are used by **you** or any person who is legally using the **cycle** or **accessories** with **your** permission.
  6. any theft or damage to tyres unless the **cycle** is damaged or stolen at the same time and by the same cause.
  7. any **cycle** or **accessories** **you** have **abandoned** or any unexplained loss or disappearance of **your cycle** or **accessories**.
  8. any **cycle** or **accessories** being used for trade or business purposes, including hire or reward, courier services, or the carriage of fare-paying passengers. However this shall not apply to commuting or any competition use where **your** competition appearance fees are less than £5,000 in total per year.
  9. any **cycle** or **accessories** being used to participate in any stunts or using equipment specifically designed for undertaking stunts.
  10. any gradually operating cause including but not limited to damage caused by wear, tear, wet or dry rot, atmospheric or climatic conditions, frost, insects, vermin, corrosion, rust, dust, contamination, change in colour of finish, chemical reaction, marring, scratching, denting, cosmetic changes, dampness, dryness, shrinkage, evaporation, lack of or poor maintenance or failure to follow manufacturer's instructions when using, maintaining or repairing the **cycle** or **accessories**.
  11. any mechanical or electrical breakdown or defect or electronic malfunction.
  12. **confiscation**.
  13. **terrorism, war** or **nuclear risks**.
  14. the **excess**.

**How much we will pay**

Repair or replacement

At **our** option **we** will repair, replace or pay for any lost or damaged item on the following basis but in no event will **we** will pay more than the **amount insured** shown in the schedule.

1. For current **cycles** and **accessories**, other than clothing and headgear, the cost of repair or replacement as new.
2. For discontinued **cycles** and **accessories**, other than clothing and headgear, the cost of repair or replacement with an item of a similar type or equivalent specification.
3. For vintage or antique **cycles** and **accessories**, other than clothing and headgear, which are of particular value due to their age, style or collectability, the cost of repair or the value shown in any valuation **you** provide to **us**, provided that such valuation:
  - a. is less than three years old; and
  - b. has been provided by a vintage cycle retailer or other suitably qualified valuer.
4. For clothing and headgear, the cost of repair or replacement taking into account wear and tear based on the following scale:
  - a. less than three years old, the cost of repair or replacement as new;

**Section 3 – Property**

- b. between three and five years old, a 30% reduction for wear and tear;
- c. between five and seven years old, a 60% reduction for wear and tear.

**We** will not make any payment for any clothing or headgear that is more than seven years old.

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**Your obligations**

If any theft or damage occurs

**We** will not make any payment under this section unless **you** notify **us** promptly of any theft or damage which might be covered. If **you** think a crime has been committed, **you** must also report it to the police.

**Section 4 – Public liability**

The General terms and conditions and the following terms and conditions all apply to this section.

**Special definitions for this section**

<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Property damage</b>	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.

**What is covered**

Claims against you	If, as a direct result of <b>your</b> ownership or use of <b>your cycle</b> , any party brings a claim against <b>you</b> for <b>bodily injury</b> or <b>property damage</b> occurring within the <b>geographical limits</b> and during the <b>period of insurance</b> , <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.
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**What is not covered**

	A. <b>We</b> will not make any payment for any claim or loss:
Non cycle related	1. unless resulting directly from <b>your</b> ownership or the use of <b>your cycle</b> .
Professional use	2. directly or indirectly arising from the use of the <b>cycle</b> for trade or business purposes, including hire or reward, courier services, or the carriage of fare-paying passengers. However this shall not apply to commuting or any competition use where <b>your</b> competition appearance fees are less than £5,000 in total per year.
Geographical limits	3. directly or indirectly arising from <b>bodily injury</b> or <b>property damage</b> occurring outside of the <b>geographical limits</b> .
Stunts	4. directly or indirectly arising from the use of the <b>cycle</b> to participate in any stunts or the use of equipment specifically designed for undertaking stunts.
Other craft	5. directly or indirectly arising from the ownership, possession, maintenance or use by <b>you</b> of any watercraft, aircraft, other aerial device, motor vehicle or other mechanically propelled vehicle not included within the definition of <b>cycle</b> .
Deliberate or reckless acts	6. directly or indirectly arising from any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
War and terrorism	7. arising from <b>war</b> , <b>terrorism</b> or <b>nuclear risks</b> .
	B. <b>We</b> will not make any payment for:
Property for which you are responsible	1. <b>property damage</b> to any property belonging to <b>you</b> , or which at the time of the loss or damage is in <b>your</b> care, custody or control.
Injury to others	2. <b>bodily injury</b> to any of <b>your</b> employees or to <b>your</b> partner or to any of <b>your</b> relatives that permanently live with <b>you</b> .
Restricted recovery rights	3. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	4. fines and contractual penalties, punitive or exemplary damages.

**Section 4 – Public liability**

Claims outside the applicable courts	5. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Contract	6. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Other insurance	7. <b>your</b> liability where <b>you</b> would be entitled to be paid under another more specific insurance.
Excess	8. the <b>excess</b> .

**How much we will pay**

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same single or original cause or source will be regarded as one claim.

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

**Your obligations**

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. if, when dealing with a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** have **our** prior written agreement.

**Control of defence**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

**Section 5 – Personal accident**

The General terms and conditions and the following terms and conditions all apply to this section.

**Special definitions for this section**

<b>Accidental bodily injury</b>	An identifiable physical injury which is caused solely by an accident directly arising from <b>your</b> use of a <b>cycle</b> , occurring at an identifiable time and place, which results in <b>your</b> death or <b>permanent total disablement, loss of eye, loss of hearing, loss of limb or loss of speech</b> within 12 calendar months of the date of the accident.
<b>Loss of eye</b>	Permanent and total loss of sight in an eye.
<b>Loss of hearing</b>	Permanent and total loss of hearing.
<b>Loss of limb</b>	Loss by physical separation of an arm, hand or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
<b>Loss of speech</b>	Permanent and total loss of speech.
<b>Permanent total disablement</b>	Disablement which totally prevents <b>you</b> from working in <b>your</b> usual occupation, which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.

**What is covered**      **We will pay you** the appropriate benefit shown in the schedule if **you** suffer an **accidental bodily injury**.

<b>What is not covered</b>	<b>We will not make any payment for:</b>
Non cycle related	1. any <b>accidental bodily injury</b> unless resulting directly from the use of a <b>cycle</b> .
Business use	2. any <b>accidental bodily injury</b> where <b>you</b> were using the <b>cycle</b> for trade or business purposes, including hire or reward, courier services, or the carriage of fare-paying passengers. However this shall not apply to commuting or any competition use where <b>your</b> competition appearance fees are less than £5,000 in total per year.
Geographical limits	3. any <b>accidental bodily injury</b> where <b>you</b> were using the <b>cycle</b> outside of the <b>geographical limits</b> shown in the schedule.
Stunts	4. any <b>accidental bodily injury</b> where <b>you</b> were using the <b>cycle</b> to participate in any stunts or using equipment specifically designed for undertaking stunts.
Your age	5. any <b>accidental bodily injury</b> to any person under 16 or over 85 years old at the start date of the <b>period of insurance</b> .
Other exclusions	6. any injury resulting from: <ul style="list-style-type: none"> <li>a. an emotional or psychiatric disorder or condition;</li> <li>b. the taking of or use of drugs or controlled substances (other than drugs prescribed by <b>your</b> doctor and used properly) by <b>you</b>;</li> <li>c. the act of committing suicide or causing deliberate injury to <b>yourself</b> or putting <b>yourself</b> in unnecessary danger (unless trying to save a human life);</li> <li>d. any criminal act by <b>you</b> for which <b>you</b> are convicted.</li> </ul>
Sexually-transmitted diseases	7. any injury directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.

**Section 5 – Personal accident**

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| Pregnancy         | 8. any injury directly or indirectly arising out of or contributed to by pregnancy or childbirth. |
| War and terrorism | 9. any injury directly or indirectly caused by <b>war, terrorism or nuclear risks</b> .           |

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**How much we will pay**

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| Payment of benefit | <p><b>We</b> will pay the appropriate benefit shown in the schedule to <b>you, your</b> executors or nominees, but <b>we</b> will not pay more than one of the benefits in respect of the same accident.</p> <p>For <b>permanent total disablement we</b> will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.</p> |
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**Your obligations**

**If a problem arises**

**We** will not make any payment under this section unless:

1. **you** notify Van Ameyde UK Limited promptly of any injury which might be covered under this section;
2. **you** see a suitably qualified medical practitioner as soon as possible after suffering injury and follow any medical advice **you** are given.

If **we** consider it necessary, **you** must allow a medical adviser chosen by **us** to examine **you** and to see all medical records.

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**Claims**

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| Procedural conditions for claims | <ol style="list-style-type: none"><li>1. Written notice must be given to Van Ameyde UK Limited as soon as practicable of any accident which causes or may cause a claim to be made under this insurance. If disablement results or may result, <b>you</b> must place <b>yourself</b> as early as possible under the care of a suitably qualified medical practitioner.</li><li>2. <b>All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde UK Limited, 34 The Mall, Bromley, Kent BR1 1TS (telephone number 020 8315 0732), quoting the Hiscox policy number and the broker's name and reference.</b></li></ol> |
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**Section 6 – What to do if you need to make a claim**

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<b>What to do if you need to make a claim</b>	If <b>you</b> should need to make a claim under the <b>policy you</b> must follow the procedure set out below and provide the required information and documentation, in accordance with the time limits stated. If <b>you</b> do not do this, <b>your</b> claim may be rejected by <b>us</b> .
Report to the police	In the event of the theft or malicious damage to <b>your cycles or accessories you</b> must immediately notify the police and ensure that they have a record of the incident by obtaining a crime reference number from them. This information must be inserted on <b>your</b> claim form.
Claim form	<p><b>You</b> must immediately request (or download) a claim form and follow any instructions relating to the claim from:</p> <p>Hiscox Property Claims 25 London Road Sittingbourne Kent ME10 1PE</p> <p>Telephone: 0845 213 899 Fax: 020 1448 6923 Email: <a href="mailto:property.claims@hiscox.com">property.claims@hiscox.com</a>.</p> <p>If a claim is to be made under the public liability section of this <b>policy</b>: please refer to Hiscox as undernoted:</p> <ul style="list-style-type: none"><li>• our claims office is open 9.00am - 5.30pm Monday to Friday excluding bank holidays;</li><li>• contact our claims department on 01206 773776 or <a href="mailto:hicliability@hiscox.com">hicliability@hiscox.com</a>;</li><li>• out-of-hours contact telephone number 0800 751 3639.</li></ul>
Claim documentation	<p>Within 28 days of this notification of claim <b>you</b> must provide us, at <b>your</b> own expense, full details of <b>your</b> claim in writing together with any documentation, information, and proof of ownership which <b>we</b> may have requested from <b>you</b>. If <b>you</b> provide everything that is needed quickly, efficiently and in full then <b>we</b> will be in a position to make a decision about <b>your</b> claim much quicker. <b>We</b> reserve the right to ask <b>you</b> for further information if that is considered necessary, to appoint a loss adjustor to investigate <b>your</b> claim in more detail, or to seek other expert or specialist advice. Please remember that <b>you</b> have a duty to provide proof of loss for <b>your</b> claim by making a statement of claim and by offering clear and irrefutable evidence in support of <b>your</b> claim. Conversely, <b>we</b> have no duty or responsibility to disprove any claim made by <b>you</b>, and in making any decision as to whether to pay a claim or not, rely entirely upon the information and evidence <b>you</b> provide in support of <b>your</b> claim.</p> <p>If <b>you</b> do not comply with the above <b>we</b> will have the right to decline to deal with your claim.</p>
Terms and conditions to be complied with	For any claim to be successful <b>you</b> must be able to demonstrate to the <b>us</b> that <b>you</b> have complied in full with the terms and conditions of this <b>policy</b> , especially those relating to security as detailed in the Property section of this <b>policy</b> , and that the cause of the loss, damage, theft, accident, injury or death which is the subject of the claim is not excluded.
Repair or replacement	Wherever possible <b>we</b> will wish to arrange for any <b>cycle</b> which has been damaged or stolen to be repaired or replaced by a specialist cycle dealer or distributor who will invoice <b>us</b> directly for the repairs of the replacement. <b>We</b> reserve the right to benefit from any trade discount or similar purchase discount obtainable from a cycle repairer, dealer or distributor of our choice, and <b>you</b> have no right to insist that the <b>cycle</b> be repaired or replaced by any cycle dealer or distributor nominated or selected by <b>you</b> . However, if <b>you</b> are able to persuade <b>your</b> preferred cycle dealer or distributor to match the best price that <b>we</b> are able to obtain from other trade sources, and if the dealer or distributor is willing to invoice <b>us</b> directly then, of course, <b>we</b> will be happy to accommodate <b>your</b> requirements or wishes.
Public liability claims	With regard to any public liability claim made against <b>you</b> either verbally or in writing, <b>you</b> must make <b>us</b> aware of the claim immediately, and forward to <b>us</b> any statements of claim, writ or summons as soon as <b>you</b> receive it. <b>You</b> must not negotiate, admit liability, or agree to pay any amount in settlement without <b>our</b> written authority. <b>You</b> must not take any action or make any statement which has the affect of prejudicing <b>our</b> position with regard to the handling or the defence of the claim. <b>You</b> must notify <b>us</b> in writing immediately of any impending prosecution, inquest or fatal accident enquiry.



**Section 6 – What to do if you need to make a claim**

Failure to comply with this clause, especially if such failure results in **our** position with regard to indemnity being prejudiced will give **us** the right to decline to indemnify **you** and to reject **your** claim.

Salvage and abandonment

**We** have the right to take and keep possession of the **cycle** which is the subject of a claim made by **you** and to treat the **cycle** as salvage and to dispose of it in any way **we** deem appropriate. Any proceeds from such salvage belong to **us** and will be used by **us** to offset the amount of any claim payment made by **you**.

However, **our** right to the salvage does not mean or imply that **you** are entitled to abandon any **cycle** to **us**.

Claim form and declaration

Every claim will require a completed and signed claim form, and at the bottom of the claim form is a declaration made by **you** that the claim is genuine in respect of dates, time, circumstance and amount. Before signing the form please check the answers **you** have given and any supporting documentary evidence, very carefully. All questions should be answered rather than left blank, even if they are not applicable or relevant – please indicate that this is the case.