

### Section 1 – Who we are

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#### Who we are

Bikmo is a trading style of 45north Ltd who are the insurance brokers and managers of the Bikmo retailers and manufacturers cycle insurance scheme.

The company is registered in England and the registration number is 09149847.

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

Signed for and on behalf of 45north Ltd:



**David George**  
CEO, 45north Ltd

The Bikmo retailers and manufacturers 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 Limited is registered in England and the registration number is 70234. Hiscox Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

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#### Our promise to you

In return for the premium 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**  
CEO, Hiscox Insurance Company

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#### Complaints procedure

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any questions about **your policy** or wish to complain, **you** should contact 45north Ltd at:

45north Ltd  
7 Abbey Square  
Chester CH1 2HU  
United Kingdom

or by telephone on +44 (0)1244 470337

or by email at [dave@bikmo.com](mailto:dave@bikmo.com).

Where **you** are not satisfied, **you** have the right to take **your** case 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).

**We** are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations, you may be entitled to compensation from the scheme. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

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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> .
<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>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 cost of repair or replacement of <b>your cycle</b> as new in accordance with the following grading of locks determined by the MLA 'Sold Secure' list: <ol style="list-style-type: none"><li>1. where the cost of repair or replacement of <b>your cycle</b> as new is £250 or less: 'Sold Secure Bronze' grading level;</li><li>2. where the cost of repair or replacement of <b>your cycle</b> as new is £251 - £1,500: 'Sold Secure Silver' grading level;</li><li>3. where the cost of repair or replacement of <b>your cycle</b> as new is more than £1,500: 'Sold Secure Gold' grading level.</li></ol>
<b>Competition</b>	Any triathlon, duathlon or any other event which: <ol style="list-style-type: none"><li>1. involves a massed start; or</li><li>2. is defined as competitive by British Cycling or the event organiser; or</li><li>3. is ranked by result or for which any prize or competitive score is awarded.</li></ol>
<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>	The bicycle, tricycle, tandem or recumbent shown in the schedule, which is <b>your</b> own property and which is usually kept at <b>your home</b> . This includes any upgraded parts and components which are critical to the operation of the bicycle, tricycle, tandem or recumbent. The bicycle, tricycle, tandem or recumbent 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.  The following are not included within this definition: <ol style="list-style-type: none"><li>1. any equipment attached to the bicycle, tricycle, tandem or recumbent, other than upgraded parts and components which are critical to the operation of the bicycle, tricycle, tandem or recumbent; or</li><li>2. any articles of cycling, biathlon or triathlon clothing or headgear; or</li><li>3. any luggage designed for the carriage of the bicycle, tricycle, tandem or recumbent; or</li><li>4. any mobile phone or electronic device not critical to the operation of the bicycle, tricycle, tandem or recumbent.</li></ol>
<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> 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>Hall of residence</b>	A building provided by a university or college as residential accommodation for their students.
<b>Home</b>	The location stated in <b>your</b> schedule where <b>your cycle</b> is usually kept which shall mean: <ol style="list-style-type: none"><li>1. <b>your</b> private dwelling built of brick, stone or concrete and roofed with slates or tiles; or</li><li>2. 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 and which is within the boundaries of <b>your</b> private dwelling; or</li><li>3. 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</li></ol>

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## **Bikmo retailers and manufacturers cycle insurance**

### Policy wording

#### **Section 2 – General terms and conditions**

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

#### **Immovable object**

Any of the following:

1. 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
2. a securely fixed purpose-built motor vehicle roof rack or cycle rack; or
3. 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**

1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
2. 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 part 1. of this definition above;
3. all operations carried out on any site or premises on which anything in parts 1. or 2. of this definition 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**.

#### **Preferred provider**

The cycle dealer or distributor shown in the schedule or any other cycle dealer or distributor agreed by **us** in writing.

#### **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:

1. is committed for political, religious, ideological or similar purposes; and
2. is intended to influence any government or to put the public, or any section of the public, in fear; and
3.
  - a. involves violence against one or more persons; or
  - b. involves damage to property; or
  - c. endangers life other than that of the person committing the action; or
  - d. creates a risk to health or safety of the public or a section of the public; or
  - e. 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.

**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, **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 45north Ltd.  
When **we** are notified of a change **we** will tell **you** if this affects **your policy**.  
For example **we** may amend the terms of **your policy**.  
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 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 the premium has been paid on **your** behalf.

## Cancellation

4. This is not an annual **policy**. If **you** decide that this **policy** does not meet **your** requirements, **you** may cancel this **policy** and **we** will treat this insurance as if it never existed and decline all claims and return any premium to the party that paid the premium.

## Rights of third parties

5. **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

6. 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 any premium paid to the party that paid it. **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.**We** or 45north Ltd will write to **you** if **we**:
  - i. intend to treat this insurance as if it never existed; or
  - ii. need to amend the terms of **your policy**.

## Governing law

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

## Arbitration

8. 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.

**Section 2 – General terms and conditions****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; and
  - 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**.
2. **You** must:
  - a. make every reasonable effort to minimise any loss or damage and take appropriate measures immediately if they are required to reduce any claim; and
  - b. 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.

If **we** determine that any claim **you** make under this **policy** has been adversely impacted directly by **your** failure to comply with these conditions, **we** may refuse **your** claim or reduce the amount of any payment **we** make for the claim.

## False claims

3. If **you** have tried to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
  - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
  - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
  - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
  - d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

**Section 3 – Your cycle cover**

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

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**What is covered**

We will insure **you** for:

1. accidental damage to **your cycle** at **your home** and theft of **your cycle** from **your home**; and
  2. 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**.

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**What is not covered**

We will not make any payment for:

1. theft from **your home** unless:
  - a. the **cycle** is under **your** personal supervision; or
  - b. the **cycle** is 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** is 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** is 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** is 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** is under **your** personal supervision; or
  - b. the **cycle** is secured through the frame by an **approved lock** to an **immovable object**; or
  - c. the **cycle** is secured through the frame by an **approved lock** to an official cycle rack provided by the railway station; or
  - d. 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
  - e. 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
  - f. 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** where **you** cannot provide **us** with **evidence of ownership**.

**Section 3 – Your cycle cover**

5. any theft or damage to **your cycle** unless the **cycle** is used by **you** or any person who is legally using the **cycle** 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 you** have **abandoned** or any unexplained loss or disappearance of **your cycle**.
8. any **cycle** 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.
9. any **cycle** being used for any **competition**.
10. any **cycle** being used to participate in any stunts or using equipment specifically designed for undertaking stunts.
11. 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**.
12. any cosmetic damage to **your cycle**, unless the operation, function or safety of the **cycle** is affected at the same time and by the same cause.
13. any mechanical or electrical breakdown or defect or electronic malfunction.
14. **confiscation**.
15. **terrorism, war or nuclear risks**.
16. the **excess**.

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**Repair or replacement**

Following loss or damage to **your cycle**, at **our** option **we** will arrange for a **preferred provider** to repair **your cycle** or replace **your cycle** as new. For discontinued or unavailable **cycles** or component parts, at **our** option **we** will arrange for a **preferred provider** to replace **your cycle** or component parts with a **cycle** or component parts of similar value and specification. **You** must pay the **excess** shown in the schedule to the **preferred provider**.

Total loss

If:

1. **your cycle** is totally destroyed or stolen; and
2. **we** have agreed to arrange for a **preferred provider** to replace **your cycle**

**our** liability under this **policy** will have been fully discharged and **we** will consider this **policy** to no longer be in force.

Insuring a replacement cycle

**You** will not be able to have cover for any replacement cycle under this **policy**. If **you** wish to have insurance for a replacement cycle, **you** will need to take out cover under another policy.

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**Your obligations**

If any theft or damage occurs

**We** will not repair or replace any **cycle** 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 – What to do if you need to make a claim****What to do if you need to make a claim**

If **you** should need to make a claim under the **policy you** must follow the procedure set out below and provide the required information and documentation, in accordance with the time limits stated. If **we** determine that any claim **you** make under this **policy** has been adversely impacted directly by **your** failure to comply with any of the following claims conditions, **we** may refuse **your** claim or reduce the amount of any payment **we** make for the claim.

## Report to the police

In the event of the theft or malicious damage to **your cycle**, **you** 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 **your** claim form.

## Claim form

**You** must immediately complete the online claim form or request a claim form and follow any instructions relating to the claim from:

Hiscox Property Claims  
Hiscox House  
Middleborough  
Colchester CO3 3XL

Telephone: 0800 840 2432

Email: [property.claims@hiscox.com](mailto:property.claims@hiscox.com).

## Claim documentation

Within 28 days of this notification of claim **you** must provide us, at **your** own expense, full details of **your** claim in writing together with any documentation, information, and proof of ownership which **we** may have requested from **you**. If **you** provide everything that is needed quickly, efficiently and in full then **we** will be in a position to make a decision about **your** claim much quicker. **We** reserve the right to ask **you** for further information if that is considered necessary, to appoint a loss adjuster to investigate **your** claim in more detail, or to seek other expert or specialist advice. Please remember that **you** have a duty to provide proof of loss for **your** claim by making a statement of claim and by offering clear and irrefutable evidence in support of **your** claim. Conversely, **we** have no duty or responsibility to disprove any claim made by **you**, and in making any decision as to whether to pay a claim or not, rely entirely upon the information and evidence **you** provide in support of **your** claim.

## Preferred provider

Wherever possible **we** will arrange for any **cycle** which has been damaged or stolen to be repaired or replaced by a **preferred provider**. **We** reserve the right to benefit from any trade discount or similar purchase discount obtainable from a **preferred provider** and **you** have no right to insist that the **cycle** be repaired or replaced by any cycle dealer or distributor other than a **preferred provider**.

## 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.

## Details

In correspondence or communication, please remember to quote:

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