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Bikmo cycle insurance

Policy wording

Section 1 – Who we are

Bikmo

Bikmo is a trading style of Bikmo Limited who are the insurance brokers and managers of the Bikmo 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 Bikmo Limited.



David George
CEO, Bikmo Limited

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 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.

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**.



Ben Horton
Executive Director, Hiscox Underwriting Ltd
Chief Underwriting Officer, Hiscox UK

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

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 concerns about **your policy** or **you** are dissatisfied about the service **you** have received and wish to complain, **you** should, in the first instance, contact Bikmo Limited at:

Bikmo Limited
1 Minerva Court
Minerva Ave
Chester CH1 4QT
United Kingdom

or by telephone on +44 (0)1244 470337
or by email at complaints@bikmo.com.

If **you** are dissatisfied about the handling of a claim and wish to complain, **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom



Bikmo cycle insurance

Policy wording

Section 1 – Who we are

or by telephone on 0800 114 4627 or 01904 681 198
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Bikmo Limited or 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.

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.

If **you** contact them or **us**, please quote the policy number shown in the schedule.

Section 2 – General terms and conditions

General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Accessories

Any of the following:

- a. equipment and **additional parts and components** attached to **your cycle** other than **upgraded parts and components**; or
- b. articles of specialist cycling, duathlon or triathlon clothing and headgear; or
- c. watches and other wearable activity trackers but only whilst being used to record cycling activity; or
- d. luggage designed specifically for the carriage of **your cycle**;

which are **your** own property or for which **you** are legally responsible.

Additional parts and components

A part or component which is transferred between different **cycles** and is not an **upgraded part or component**.

Amount insured

The most **we** will pay for **your cycles** and **accessories** as shown in the schedule.

Approved lock

A lock which at the time of purchase by **you** was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of cycle locks and which at the time of the purchase by **you** was appropriate to the undiscounted recommended retail price of **your cycle** as new in accordance with the following grading of locks determined by the MLA 'Sold Secure' list:

- a. where the undiscounted recommended retail price of **your cycle** as new is £250 or less: 'Sold Secure Bronze' grading level;
- b. where the undiscounted recommended retail price of **your cycle** as new is £251 – £1,500: 'Sold Secure Silver' grading level;
- c. where the undiscounted recommended retail price of **your cycle** as new is more than £1,500: 'Sold Secure Gold' or 'Sold Secure Diamond' grading level.

For vintage and antique **cycles** which are of particular value due to their age, style or collectability, the lock must be appropriate to the value shown in the valuation **you** provide to **us**, not the cost of replacement as new.

Approved lock does not include any cables, components, or accessories that are included with a 'Sold Secure' graded lock when sold, unless these cables, components, or accessories are also included within the Master Locksmiths Association (MLA) 'Sold Secure' list of cycle locks.

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

Competition

Any cycling event which involves a massed start on any road, path or purpose built cycle race track with a hard surface and:

- a. is defined as competitive by British Cycling or the event organiser; or
- b. is ranked by result or for which any prize or competitive score is awarded.

This definition does not include events on velodrome tracks.

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

Section 2 – General terms and conditions

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| Confiscation | Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority. |
| Cyber attack | <p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 1. gain access to; 2. extract information from; 3. disrupt access to or the operation of; or 4. cause damage to, <p>any data or computer or digital technology, including but not limited to any:</p> <ol style="list-style-type: none"> a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or b. denial of service attack or distributed denial of service attack. |
| Cycle | <p>Any bicycle, tricycle, tandem, electric assisted pedal cycle, or recumbent (including hand cycles) which is your own property or for which you are legally responsible and which is normally kept at your home. This includes any upgraded parts and components. The following are not included within this definition:</p> <ol style="list-style-type: none"> a. any accessories; or b. any bicycle, tricycle, tandem or recumbent (including hand cycles) with an electric motor that falls outside of the definition of electric assisted pedal cycle. |
| Cycle parking | <p>A commercially operated, fixed and enclosed cycle parking unit which is:</p> <ol style="list-style-type: none"> a. purpose built or adapted for cycle storage; and b. internally fitted with racks or bars; and c. secured with a vandal-resistant lock for which only permitted cycle owners possess a key, fob, access card or code; and d. paid for by you on a monthly or yearly subscription. |
| Domestic employee | <p>Any person who lives at the home and works for you in connection with domestic duties who is:</p> <ol style="list-style-type: none"> a. employed by you under a contract of service; or b. self-employed and working on a labour-only basis under your control or supervision. <p>This definition does not include any employee while working for you in connection with your business, trade or profession.</p> |
| Electric assisted pedal cycle | <p>Any bicycle, tricycle, tandem or recumbent, which</p> <ol style="list-style-type: none"> a. is primarily propelled by human pedal power with the assistance of an electric motor; and b. is not subject to the requirements of the Road Traffic Act; and c. has an electric motor with a maximum continuous rated power of 250 watts or under; and d. has an electric motor that is not able to propel it when traveling faster than 15.5 miles per hour. <p>This includes 'twist and go' and throttle controlled bikes where the model is type approved provided they comply with the speed and power restrictions.</p> |
| Endorsement | A change to the terms of the policy . |
| Evidence of ownership | The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of the cycle , accessories and approved lock or any other evidence which demonstrates your ownership to our satisfaction. |
| Excess | The amount you must bear as the first part of each agreed claim. |

Section 2 – General terms and conditions

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| Geographical limits | The geographical area shown in the schedule. |
| Hacker | <p>Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> computer or digital technology; or data held electronically by you or on your behalf. |
| Hall of residence | A building provided by a university or college as residential accommodation for their students. |
| Home | <p>The location stated in your schedule where your cycle and accessories are usually kept, which shall mean:</p> <ol style="list-style-type: none"> your private dwelling in which you reside built of brick, stone or concrete and roofed with slates or tiles; or 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 your property; or a lockable wooden, metal or plastic shed within the boundaries of your property which is securely fixed to the ground and privately accessed by residents and their guests only; or a holiday home, guest house, boarding house, motel or hotel in which you are resident for up to 30 consecutive days; any self-contained lockable private room within the hall of residence in which you normally reside; or any other specific location which has been referred to and agreed by us in writing. <p>Home does not include any communal areas, gardens or any area outside of a building.</p> |
| Immovable object | <p>Any of the following:</p> <ol style="list-style-type: none"> 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 a securely fixed purpose-built motor vehicle roof rack or cycle rack; or 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 | <ol style="list-style-type: none"> Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 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; 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 . |
| Program(s) | A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices. |
| Stunt | An unusual and difficult feat or an act requiring a special skill. |
| Terrorism | <p>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:</p> <ol style="list-style-type: none"> is committed for political, religious, ideological or similar purposes; and is intended to influence any government or to put the public, or any section of the public, in fear; and i. involves violence against one or more persons; or |

Section 2 – General terms and conditions

- 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.

Upgraded parts and components

A permanent replacement of higher specification of an original part or component which is critical to the operation of **your cycle**.

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**.

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 Bikmo Limited.

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.

Reasonable care

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

If **you** make a claim under this insurance and **we** determine that the loss or damage, cost or expense that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we** may refuse or withdraw from the claim or reduce the amount of any payment **we** make for the claim.

Premium payment

3. **We** will not make any payment under this **policy** unless **you** have paid the premium. If **you** are paying **your** premium by instalments and **you** make a claim **we** may deduct any outstanding premium for the period of insurance from any payment payable to **you**.

Cancellation – annual policies

4.
 - a. Within 15 days from the start of this insurance or the date of receipt of **your** policy, whichever the later, **you** may cancel this **policy** by writing to **us** and receive a full premium refund if **you** have not made a claim. If **you** have made a claim the full annual premium will be collected through your selected payment method.
 - b. After 15 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 or if **you** have made a claim.

If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Section 2 – General terms and conditions

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| Cancellation – short period policies | <p>5. The following applies if you have taken out a policy with a period of insurance of 30 days or less with us.</p> <p>If you decide prior to cover commencing under this policy, that this policy does not meet your requirements, you may cancel this policy and receive a full refund of the premium you have already paid.</p> <p>As you have selected your period of insurance for this policy, if you cancel the policy after cover has commenced under this policy, you will not receive a refund of any premium you have already paid.</p> <p>We can cancel the policy by giving ten days' written notice by recorded post to your correspondence address shown in the schedule. We will only do this for a valid reason.</p> <p>We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance. However, we will not refund any premium if you have made a claim.</p> |
| Multiple insureds | <p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>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.</p> <p>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.</p> |
| Rights of third parties | <p>7. 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.</p> |
| Misrepresentation | <p>8. 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.</p> <p>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:</p> <ol style="list-style-type: none"> 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; 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; 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; cancel your policy in accordance with the cancellation condition. <p>We or Bikmo Limited will write to you if we:</p> <ol style="list-style-type: none"> intend to treat this insurance as if it never existed; or need to amend the terms of your policy; or require you to pay more for your insurance. |
| Other insurance | <p>9. 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.</p> |
| Governing law | <p>10. Unless some other law is agreed in writing, this policy will be governed by the laws of England. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.</p> |

Section 2 – General terms and conditions

What to do when a loss occurs

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.

You must comply with the obligations set out in the following claims conditions. 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 or withdraw from the claim or reduce the amount of any payment **we** make for the claim.

How to make a claim

1. **You** must:
 - a. give **us** notice, as soon as possible, of anything which is likely to give rise to a claim under this **policy**. If **you** think a crime has been committed, **you** must also report it to the police and ask them for a crime reference number;
 - b. within 28 days of notifying **us** of a claim or anything likely to give rise to a claim, give **us**, at **your** expense, any information, including proof of ownership, which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - c. prove that the loss or damage has happened, which includes clear and irrefutable evidence in support of **your** claim, and give **us** all the cooperation **we** need to investigate **your** claim;
 - d. give **us** reasonable evidence of the value of all items involved in a claim;
 - e. be able to demonstrate to **us** that **you** have complied in full with the terms and conditions of this **policy**, including but not limited to those relating to security, as detailed in the property section of this **policy**, and that the cause of the loss, damage, accident, injury or death which is the subject of the claim is not excluded.

Claim form

2. If a claim is to be made under the property section of this **policy**, **You** must, as soon as possible, complete the online claim form via **your** Bikmo account.

If **you** would like a paper claims form please contact Bikmo via the below details.

You must carefully check the answers **you** have given and any supporting documentary evidence **you** provide.

If **you** would like further assistance please contact Bikmo.

Telephone: 01244 470337

Email: support@bikmo.com

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

If **you** need to make a claim under the public liability section of this **policy**, please refer to **our** claims department, which is open 9.00am – 5.30pm Monday to Friday, excluding bank holidays, on:

- 0800 711 7156 or hicliability@hiscox.com;
- out-of-hours contact telephone number 0800 711 7156.

In any correspondence or communication please remember to quote:

- **your** full name and address;
- the name of this contract – Bikmo cycle insurance scheme; and
- **your** unique policy number or claims reference number.

If **you** need to make a claim under the personal accident section of this **policy**, **you** should contact the claims team at VanAmejde UK Limited on 0208 315 0732, or by email to adjusters@vanamejde.com. **You** will need to provide **your** full name and contact details, the name of your business, **your** address and postcode, the policy number and circumstances of the claim.

Minimising your loss

3. **You** must make every reasonable effort to minimise any loss, damage or liability and take appropriate measures immediately if they are required to reduce any claim.

Section 2 – General terms and conditions

Injury to someone or
damage to their property

4. If someone is holding **you** responsible for injury or damage, **you** must tell **us** as soon as possible. **You** must also send to **us**, as soon as possible, every letter of claim, claim form or correspondence **you** receive. **You** must not admit responsibility or make an offer or promise of payment without **our** written permission.

We may take over and deal with, in **your** name, the defence or settlement of any claim.
We will pay any costs involved.

Recovering a loss payment

5. **We** may start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

False claims

6. If **your** claim is in any way dishonest, exaggerated or fraudulent then **we** will:
- tell **you** that **we** are terminating **your policy** and back date the termination to the date of the fraud;
 - refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud; and
 - not return any premium.

If **we** have paid any claims after the date of any fraudulent act **you** must pay **us** back.

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 **your cycle**, up to the **amount insured**, against accidental damage and theft occurring during the **period of insurance**. **We** will insure **your cycle** while:

- a. at **your home**; and
- b. while away from **your home**.

Additional cover

The following are also insured up to the amount shown in the schedule. **We** will cover:

Equipment attached to your cycle

1. equipment and **additional parts and components** 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:

- i. to any **upgraded parts and components**;
- ii. to any mobile phones or PDAs; or
- iii. which occurs away from **your home** unless resulting directly from the use of **your cycle**.

Specialist clothing and headgear

2. any articles of specialist cycling, duathlon or triathlon clothing, including wetsuits, eyewear, footwear and headgear, watches and other wearable activity trackers (but only whilst being used to record cycling activity), which are **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 resulting directly from the use of **your cycle**.

Cycle boxes

3. 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

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.

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 to the same or lesser specification 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.

Event fees

6. the non-refundable fee which has already been paid by **you** in respect of an organised cycling, duathlon or triathlon 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. injury to **you** that prevents you from cycling;
- b. bereavement due to a close friend or family member passing away;
- c. accidental damage to or theft of **your cycle**; or
- d. injury to a family member requiring hospitalisation.

Section 3 – Property

We will not make any payment under this additional cover:

- a. directly or indirectly due to strikes, industrial action or labour disputes, whether actual or threatened;
- b. 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;
- c. directly or indirectly due to adverse weather;
- d. directly or indirectly due to **war, terrorism or nuclear risks**;
- e. directly or indirectly due to riot or civil commotion;
- f. directly or indirectly due to the cancellation of the event;
- g. directly or indirectly due to an incident of national mourning; or
- h. for more than one cycling, duathlon or triathlon event in any one **period of insurance**.

What is not covered

We will not make any payment for:

1. any **cycle or accessories** being used for any **competition**, unless:
 - a. cover for competition use has been purchased by **you** and this cover is stated in **your** schedule; and
 - b. **your** competition appearance fees are less than £5,000 in total per year.
2. 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 home** 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 **your home** by the thieves; or
 - c. the **cycle** is secured through the frame by an **approved lock** to an **immovable object**.
3. theft away from **your home** unless:
 - a. the **cycle and accessories** are 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 or caravan and the motor vehicle or caravan 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 or caravan by the thieves; or
 - g. the **cycle** is stolen from the transition area of an organised competitive triathlon or duathlon or the pit area of an organised competitive cyclo-cross event in which **you** are participating.
4. any theft or damage to **your cycle or accessories** which is left in a location which is not **your home** for more than 24 consecutive hours unless in:
 - a. a communal hallway within the building in which **you** reside at the location stated in the schedule;
 - b. a locked vehicle;
 - c. a locked caravan;
 - d. a securely gated residents carpark;

Section 3 – Property

- e. **cycle parking**; or
- f. an area within the confines of, or immediately adjacent to, the building in which **you** reside at the location stated in the schedule, and which is not accessible to the general public.
- 5. any theft or damage which occurs outside the **geographical limits**.
- 6. any theft or damage to **your cycle** or **accessories** where **you** cannot provide **us** with **evidence of ownership**.
- 7. 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.
- 8. any theft or damage to tyres unless the **cycle** is damaged or stolen at the same time and by the same cause.
- 9. any unexplained loss or disappearance of **your cycle** or **accessories**.
- 10. any **cycle** or **accessories** being used for trade or business purposes, including hire or reward, courier services, food delivery, or the carriage of fare-paying passengers. This exclusion shall not apply to commuting.
- 11. any **cycle** or **accessories** being used to participate in any **stunts** or using equipment specifically designed for undertaking **stunts**.
- 12. any clothing or headgear that is more than seven years old.
- 13. 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**.
- 14. any cosmetic damage to **your cycle** or **accessories**, unless the operation, function or safety of the **cycle** or **accessories** is affected at the same time and by the same cause.
- 15. any mechanical or electrical breakdown or defect or electronic malfunction.
- 16. the **excess**. We agree to waive **your excess** for the additional cover for event fees or if **your cycles** or **accessories**, other than clothing and headgear, are replaced in accordance with **How much we will pay**, Repair or replacement.
- 17. any damage to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**; or
 - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.
- 18. any damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
- 19. any loss arising from any electronic, online or crypto currency, including Bitcoin.
- 20. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

Section 3 – Property

If there is any dispute between **you** and **us** over the application of 20.a. or 20.b. above, it will be for **you** to show that the exclusion does not apply.

How much we will pay

Repair or replacement

We will pay up to the **amount insured** unless limited below or in **your** schedule. The **amount insured** applies to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

At **our** option **we** will repair, replace or pay for any lost or damaged item on the following basis:

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;
 - 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.

Wherever possible **we** will arrange for any **cycle** which has been damaged or stolen to be repaired or replaced by a specialist cycle dealer or distributor who will invoice **us** directly for the repairs of the replacement. **We** reserve the right to benefit from any trade discount or similar purchase discount obtainable from a cycle repairer, dealer or distributor of **our** choice. **We** do not have to use any cycle dealer or distributor nominated or selected by **you**. However, if **you** are able to persuade **your** preferred cycle dealer or distributor to match the best price that **we** are able to obtain from other trade sources, and if the dealer or distributor is willing to invoice **us** directly then, of course, **we** will be happy to accommodate **your** requirements or wishes.

Full payment

If **we** pay the full amount insured for **cycles** and **accessories**, **we** will then have the right to take possession of such property and dispose of it as **we** deem appropriate. Any proceeds from such disposal belong to **us**.

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

| | |
|------------------------|---|
| Bodily injury | Death, or any bodily or mental injury or disease of any person. |
| Defence costs | Costs incurred with our prior written agreement to investigate, settle or defend a claim against you . |
| Personal data | Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction. |
| Property damage | 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 | We will cover you against any claim for damages which you , as the owner or user of the cycle , may legally have to pay for an accident which occurs during the period of insurance within the geographical limits and which causes bodily injury or physical damage to property. |
|--------------------|---|

What is not covered

| | |
|-----------------------------|---|
| | A. We will not make any payment for any claim or loss: |
| Non cycle related | 1. unless resulting directly from your ownership or the use of your cycle . |
| Competition use | 2. directly or indirectly arising from the cycle being used for any competition , unless: <ol style="list-style-type: none"> cover for competition use has been purchased by you and this cover is stated in your schedule; and your competition appearance fees are less than £5,000 in total per year. |
| Professional use | 3. directly or indirectly arising from the use of the cycle for trade or business purposes, including hire or reward, courier services, or the carriage of fare-paying passengers. This exclusion shall not apply to commuting. |
| Geographical limits | 4. directly or indirectly arising from bodily injury or property damage occurring outside of the geographical limits . |
| Stunts | 5. directly or indirectly arising from the use of the cycle to participate in any stunts or the use of equipment specifically designed for undertaking stunts . |
| Other craft | 6. directly or indirectly arising from the ownership, possession, maintenance or use by you of any watercraft, aircraft, other aerial device, motor vehicle or other mechanically propelled vehicle not included within the definition of cycle . |
| Deliberate or reckless acts | 7. directly or indirectly arising from any act, breach, omission or infringement you 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. |
| Cyber attack | 8. directly or indirectly due to any: <ol style="list-style-type: none"> cyber attack; hacker; |

Section 4 – Public liability

| | |
|--|--|
| | c. computer or digital technology error ; d. any fear or threat of a. to b. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above. |
| Personal data | 9. directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data . |
| War and terrorism | 10. directly or indirectly arising from war, terrorism or nuclear risks . B. We will not make any payment for: |
| Property for which you are responsible | 1. property damage to any property belonging to you , or which at the time of the loss or damage is in your care, custody or control. |
| Injury to others | 2. bodily injury to any of your employees or to your partner or to any of your relatives that permanently live with you . |
| Restricted recovery rights | 3. that part of any claim where your right of recovery is restricted by any contract. |
| Non-compensatory payments | 4. fines and contractual penalties, punitive or exemplary damages. |
| 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. your liability under any contract which is greater than the liability you would have at law without the contract. |
| Excess | 7. the excess . |

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**.

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

| | |
|------------------------------------|--|
| Accidental bodily injury | An identifiable physical injury which is caused solely by a sudden, unexpected, specific event directly arising from your use of a cycle , occurring at an identifiable time and place during the period of insurance , which results in your death or permanent total disablement, loss of eye, loss of hearing, loss of limb or loss of speech within 12 calendar months of the date of the accident. |
| Accidental dental injury | Loss or damage to the teeth and any dental prostheses which is caused by a sudden, unexpected, specific event directly arising from your use of a cycle , occurring at an identifiable time and place during the period of insurance , which results in you requiring treatment from a dentist. |
| Accidental optical injury | Loss or damage to the eyes which is caused by a sudden, unexpected, specific event directly arising from your use of a cycle , occurring at an identifiable time and place during the period of insurance , which results in you requiring treatment from an optician or ophthalmologist. |
| Loss of eye | Permanent and total loss of sight in an eye. |
| Loss of hearing | Permanent and total loss of hearing. |
| Loss of limb | 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. |
| Loss of speech | Permanent and total loss of speech. |
| Permanent total disablement | Disablement which totally prevents you from working in your 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 . |
| Additional cover | The following are also insured up to the amount shown in the schedule: |
| Medical expenses | We will pay the reasonable costs of medical, surgical or other remedial attention or treatment given or prescribed by a suitably licensed and qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred by you with our prior written consent in connection with a covered claim for accidental bodily injury under this section. |
| Counselling expenses | We will pay the reasonable costs of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner incurred by you with our prior written consent in connection with a covered claim for accidental bodily injury under this section. |
| Accidental dental injury | If you suffer accidental dental injury , we will pay the reasonable costs of treatment by a suitably licensed and qualified dentist incurred by you with our prior written consent. You must send us a copy of the treating dentist's signed invoice confirming your treatment. |
| Accidental optical injury | If you suffer accidental optical injury , we will pay the reasonable costs of treatment by a suitably licensed and qualified optician or ophthalmologist incurred by you with our prior written consent. You must send us a copy of the treating opticians' or ophthalmologist's signed invoice confirming your treatment. However, we will not make any payment for the treatment of any optical injury where we have made any payment under What is covered , for your loss of sight . |

Section 5 – Personal accident

| What is not covered | We will not make any payment for any claim: |
|----------------------------|---|
| Non-cycle related | 1. unless resulting directly from the use of a cycle . |
| Competition use | 2. where you were using the cycle for any competition , unless: <ol style="list-style-type: none"> cover for competition use has been purchased by you and this cover is stated in your schedule; and your competition appearance fees are less than £5,000 in total per year. |
| Business use | 3. where you were using the cycle 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. |
| Geographical limits | 4. where you were using the cycle outside of the geographical limits shown in the schedule. |
| Stunts | 5. where you were using the cycle to participate in any stunts or using equipment specifically designed for undertaking stunts . |
| Your age | 6. to any person under 16 or over 85 years old at the start date of the period of insurance . |
| Other exclusions | 7. resulting from: <ol style="list-style-type: none"> any emotional or psychiatric disorder or condition suffered by you; any mental anguish or distress; your intoxication by alcohol, or the taking of or use of drugs or controlled substances (other than drugs prescribed by your doctor and used properly) by you; the act of committing or attempting suicide or causing deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save a human life); any criminal act by you for which you are convicted. |
| Pregnancy | 8. directly or indirectly arising out of or contributed to by your pregnancy or any condition connected with pregnancy or childbirth. |
| Pre-existing conditions | 9. directly or indirectly arising out of or contributed to by: <ol style="list-style-type: none"> any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to you at the start date of the period of insurance; or any other physical defect, infirmity or medical condition suffered by you which was known to you at the start date of the period of insurance, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before the start date of the period of insurance. |
| Cyber attack | 10. directly or indirectly due to any: <ol style="list-style-type: none"> cyber attack; hacker; computer or digital technology error; any fear or threat of a. to b. above; or any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above. |
| War and terrorism | 11. directly or indirectly caused by war, terrorism or nuclear risks . |

Section 5 – Personal accident

How much we will pay

Payment of benefit

We will pay the appropriate benefit shown in the schedule to **you, your** executors or nominees, but **we** will not pay more than one of the benefits in respect of the same accident.

For **permanent total disablement**, **we** will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.

Your obligations**You must:**

1. notify Van Ameyde UK Limited as soon as possible of any accident which causes or may cause a claim to be made under this section; and
2. see a suitably qualified medical, dental or optical practitioner as soon as possible after suffering injury and follow any medical, dental or optical advice **you** are given.

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

All correspondence and supporting documentation in connection with claims must be sent to Van Ameyde UK Limited, 34 The Mall, Bromley, Kent BR1 1TS (telephone number 020 8315 0732), quoting **your** unique policy number and the name of the contract – Bikmo cycle insurance scheme.

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 above conditions, **we** may refuse or reduce the amount of any payment **we** make for the claim.