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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
7 Abbey Square
Chester CH1 2HU
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



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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	<p>Words shown in bold type have the same meaning wherever they appear in this policy.</p> <p>The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.</p>
Abandoned	When a cycle is left in a location which is not your home for more than 24 consecutive hours.
Accessories	<p>Any of the following:</p> <ol style="list-style-type: none"> a. equipment and additional parts and components attached to your cycle other than upgraded parts and components; or b. articles of specialist cycling, biathlon or triathlon clothing and headgear; or c. luggage designed specifically for the carriage of your cycle; <p>which are your own property or for which you are legally responsible.</p>
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	<p>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 cost of replacement of your cycle as new in accordance with the following grading of locks determined by the MLA 'Sold Secure' list:</p> <ol style="list-style-type: none"> a. where the cost of replacement of your cycle as new is £250 or less: 'Sold Secure Bronze' grading level; b. where the cost of replacement of your cycle as new is £251 – £1,500: 'Sold Secure Silver' grading level; c. where the cost of replacement of your cycle as new is more than £1,500: 'Sold Secure Gold' grading level. <p>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.</p> <p>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.</p>
Communicable disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Competition	<p>Any cycling event which involves a massed start on any road, path or purpose built cycle race track with a hard surface and:</p> <ol style="list-style-type: none"> 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.
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Cycle	<p>Any bicycle, tricycle, tandem or recumbent 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; b. any bicycle, tricycle, tandem or recumbent that is not solely driven by human pedal power or human pedal power with the assistance of electric battery; or c. any bicycle, tricycle, tandem or recumbent that is subject to the requirements of the Road Traffic Act; or

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- d. any bicycle, tricycle, tandem or recumbent that has an electric motor with power output over 250 watts; or
- e. any bicycle, tricycle, tandem or recumbent that has an electric motor able to propel it when traveling faster than 15.5 miles per hour.

Cycle hangar

A fixed cycle parking unit which is:

- a. built of and roofed with metal; 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 or access card.

Domestic employee

Any person who lives at the **home** and works for **you** in connection with domestic duties who is:

- 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.

This definition does not include any employee while working for **you** in connection with **your** business, trade or profession.

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.

Geographical limits

The geographical area shown in the schedule.

Hall of residence

A building provided by a university or college as residential accommodation for their students.

Home

The location stated in **your** schedule where **your cycle** and **accessories** are usually kept, which shall mean:

- a. **your** 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 **your** private dwelling; or
- c. a secure gated car park within the boundaries of **your** private dwelling which is privately accessed by residents and their guests only; or
- 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. anywhere else within the boundaries of **your** private dwelling; or
- f. a holiday home, guest house, boarding house, motel or hotel in which **you** are resident for up to 28 consecutive days;
- g. any self-contained lockable private room within the **hall of residence** in which **you** normally reside; or
- h. a communal hallway within the **hall of residence** in which **you** normally reside;
- i. a **cycle hangar**; or
- j. 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

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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<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> <ul style="list-style-type: none"> 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. <ul style="list-style-type: none"> 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.
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.</p>
Reasonable care	<p>2. You must:</p> <ul style="list-style-type: none"> 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.

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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. |
| Cancellation – annual policies | 4. <ol style="list-style-type: none"> a. Within 14 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. b. 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 if you have made a claim. <p>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.</p> |
| Cancellation – short period policies | 5. The following applies if you have taken out a policy with a period of insurance of 30 days or less with us . <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 | 6. The most we will pay is the relevant amount shown in the schedule. <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 | 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. |
| Misrepresentation | 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>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"> 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; d. cancel your policy in accordance with the cancellation condition. |

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We or Bikmo Limited 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

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.

Governing law

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.

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. **You** must, as soon as possible, complete the online claim form or request (or download) 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.

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 a claim is to be made 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:

- 01206 773 776 or hicliability@hiscox.com;
- out-of-hours contact telephone number 0800 751 3639.

In any correspondence or communication please remember to quote:

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- **your** full name and address;
 - the name of this contract – Bikmo cycle insurance scheme; and
 - **your** unique policy number or claims reference number.
- 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.
- 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:
a. tell **you** that **we** are terminating **your policy** and back date the termination to the date of the fraud;
b. 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
c. not return any premium.
If **we** have paid any claims after the date of any fraudulent act **you** must pay **us** back.

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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, biathlon or triathlon clothing, including wetsuits, eyewear, footwear and headgear, 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 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.

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.

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

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- 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**.

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** 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** and **accessories** are 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** and **accessories** are contained within a **cycle hangar** and the **cycle** is secured through the frame by an **approved lock** to an **immovable object**; or
 - h. 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

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- 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; or
- g. the **cycle** is stolen from the transition area of an organised competitive triathlon or biathlon or the pit area of an organised competitive cyclo-cross event in which **you** are participating.
4. any theft or damage which occurs outside the **geographical limits**.
5. any theft or damage to **your cycle** or **accessories** where **you** cannot provide **us** with **evidence of ownership**.
6. 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.
7. any theft or damage to tyres unless the **cycle** is damaged or stolen at the same time and by the same cause.
8. any **cycle** or **accessories** **you** have **abandoned** or any unexplained loss or disappearance of **your cycle** or **accessories**.
9. any **cycle** or **accessories** being used 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.
10. any **cycle** or **accessories** being used to participate in any stunts or using equipment specifically designed for undertaking stunts.
11. any clothing or headgear that is more than seven years old.
12. 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**.
13. 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.
14. any mechanical or electrical breakdown or defect or electronic malfunction.
15. the **excess**. **We** agree to waive **your excess** for the additional cover for race fees
16. 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.

If there is any dispute between **you** and **us** over the application of 16.a. or 16.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.

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Section 3 – Property

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 .
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.
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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: <ul style="list-style-type: none"> 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 an £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.
War and terrorism	8. 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.

Section 4 – Public liability

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: <ul style="list-style-type: none"> 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. |
| 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: <ul style="list-style-type: none"> a. any emotional or psychiatric disorder or condition suffered by you; b. 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; c. 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); d. 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: <ul style="list-style-type: none"> a. 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 b. 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. |
| War and terrorism | 10. directly or indirectly caused by war , terrorism or nuclear risks . |

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.

Section 5 – Personal accident

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;
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.