

Policy Wording

PMBPWV2/122023

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Welcome




Thank you for choosing Protectmybike.co.uk to insure your bicycle(s) and welcome.

We want to ensure **you** understand **your bicycle** insurance policy and legally **we** need to make **you** aware that the information **you** have provided to **us** forms the basis of **your** insurance contract with **us**. The cover is set out below with the details of what is and is not covered under each section.

Your policy and **schedule** are evidence of that contract so please read them carefully to ensure that the policy meets **your** needs, that all details are correct, and keep them in a safe place. **Your** insurance is an annual policy and cover lasts for 12 months from the **commencement date** and will be shown on **your** policy **schedule**. The policy can either be paid for in full at the time of purchase or can be paid monthly.

We have tried to make this document easy to read. However, **we** have still had to use some words that have a special meaning – these are explained in the ‘Definitions’ section below. Wherever a word with a special meaning is used it will be in **bold** type.

Depending on which aspects of cover **you** have selected, the insurance can provide **you** with the following cover:

-  if **your bicycle**, **bike** box, **bike accessories** or personal possessions are stolen, or they have been damaged accidentally;
-  if **you** suffer **bodily injury** following an accident whilst riding, mounting onto or dismounting from **your bike**;
-  if **you** become legally liable to pay compensation as a result of causing someone's death or **bodily injury** or illness, or damaging someone's property, whilst using **your bike**.



About Protectmybike.co.uk

Protectmybike.co.uk is a trading name of Insuremore Ltd. Registered Office: 282 Leigh Road, Leigh-on-Sea, Essex SS9 1BW. Registered in England No. 10525133. Insuremore Ltd are authorised and regulated by the Financial Conduct Authority No. 824996.

If **you** have any questions or queries about **your** policy please contact the Protectmybike.co.uk customer services team by email at customer@protectmybike.co.uk. **Our** customer service team is available between 9am and 5pm Monday to Friday (except Bank Holidays).

The Insurers

This policy is underwritten by Wakam which is a limited company registered with the Paris Trade and Companies Register (Registre du Commerce et des Sociétés) under no. 562 117 085, whose head office is at 120-122 Rue Reaumur, 75002 Paris, France, operating through its **UK** branch whose principal place of business is 18th & 19th floors, 100 Bishopsgate, London, EC2N 4AG.

Authorised and regulated by Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Firm Reference Number 517214. This information can be checked on the Financial Services Register website www.fca.org.uk.

Third-party claims administrators

Davies Group is **our** appointed third-party claims administrator with registered offices at 7th Floor, 1 Minster Court, Mincing Lane, London, England, EC3R 7AA, with a registered company number of 06479822.

Governing Law

This policy is governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. All communication of and in connection with **your** policy will be in English.

Refund of Premium

If, after reading this policy, this insurance does not meet **your** requirements, please contact Protectmybike.co.uk customer services within fourteen days of the **commencement date** and, providing no claim has been made or is pending, **your** premium will be refunded in full and **your** policy cancelled.

You can cancel **your** policy at any time after the first 14 days from the **commencement date** of this insurance by providing 30 days' notice. If **you** have paid **your** premium upfront as an annual payment then **we** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** less an administration fee of £20 to reflect the costs of arranging and cancelling the policy. If **you** are paying monthly for **your** policy then if **you** provide notice on the day **we** collect **your** premium then no additional payment will be required. If **you** give **us** notice during the month then **your** final payment will be calculated on a pro rata basis. Please note, if **you** have made a claim under the policy during the **period of insurance** then no refund of **your** premium will be due and if **you** pay monthly **you** will be required to pay the remaining premium in full for the **period of insurance** in the event **you** cancel.

If any gifts or promotional vouchers have been provided with **your** policy, a refund will only be completed if these are returned to **us**. If any printable vouchers or promotional codes have been provided these must also have not been redeemed. This does not affect **your** statutory rights.

We may cancel this policy if **your** payment fails or **you** have withdrawn **your** payment details and no other method of payment is provided. **We** will attempt to contact **you** to verify if this was intentional.

We may cancel the insurance contract if **you** notify **us** of a change of circumstances which **we** consider, in **our** sole discretion, to increase the risk of **theft** or material damage occurring. In such case, **we** will refund **you** part of the premium in proportion to the unexpired term of the policy, provided no claim has been made.

We may cancel this policy by giving **you** 14 days' notice in writing where **we** have a valid reason. A valid reason includes, but is not limited to, non-payment of **your** premium or

not complying with **our** conditions of cover. **We** will cancel the policy immediately if **we** have evidence of fraud or serious non-disclosure and backdate that cancellation to the relevant date.








To cancel **your** policy please contact **us** by email at customer@protectmybike.co.uk.

Renewing your policy

We are not obliged to renew **your** insurance. If **we** offer a renewal, **we** will contact **you** 30 days before **your** current **period of insurance** ends by email setting out **your** renewal invitation and new policy details. **We** will also tell **you** about any changes to the premium and the policy terms and conditions. This will give **you** the opportunity to decline the renewal invitation and if **you** do not the policy will automatically renew. **You** will be issued with a new Policy **Schedule** and Policy Document.

Eligibility

When **you** applied for this insurance, **we** asked **you** some questions to establish **your** eligibility for cover. The eligibility requirements are as follows:

-  **you** must be aged 18 or over at the time of purchasing this insurance and have accepted and understood the **Approved lock** requirement;
-  **you** must be the owner of the **bicycle**;
-  **you** must be resident in the **United Kingdom**
-  in the past year (in the 12 months prior to purchase) **you** must not have made more than two **bicycle** related claims;
-  **you** must have no unspent criminal convictions (other than motoring offences);
-  there must be no existing damage to the **bicycle** and **accessories** at the time **you** purchase the policy; and
-  if **you** are insuring an electric bike (ebike) it must adhere the relevant **UK** legislation and rules for 'electrically assisted pedal **cycles**' (EAPC's);

How to claim

In the event **you** need to make a claim, all claims will be processed by Davies Group, who are **our** appointed third-party claims handlers.

In order to make a claim please contact Protectmybike.co.uk claims department as follows:

Tel:	0344 856 7497
Post:	Protectmybike Claims Department Unit 8 Caxton Road, Fulwood, Preston PR2 9NZ
Email:	claims@protectmybike.co.uk
Web:	www.protectmybike.co.uk/claim
Opening Times:	9:00am to 5:00pm Mon to Fri (exc Bank Holidays)

Claims Conditions

It is important that you keep to these conditions. If you do not, a claim may be rejected, or your policy may be invalid.

1. If **you** are paying **your** premium by monthly instalments and a claim is made or is pending **you** must continue to pay the monthly instalments until the premium is paid in full or alternatively **we** reserve the right to deduct the remaining premium due for the **period of insurance** from any claim paid.
2. **You** must provide upon request proof of ownership and proof of purchase in the event of a claim.
3. It is important that **you** provide as much information and assistance as **we** may require so that **we** can ensure **you** receive a speedy resolution to **your** claim.
4. If **you** suffer **bodily injury** as a result of an accident whilst riding on, mounting or dismounting from **your bicycle** **you** should contact **us** as soon as possible and no later than 28 days from the date of the accident.



- a. Where necessary **we** will arrange for someone to call **you** as soon as possible to discuss **your bodily injury** claim.
 - b. It is important that after the occurrence of any **bodily injury** **you** must obtain and follow the advice of a doctor
5. If **your bicycle** is stolen or vandalism is suspected, **you** must inform the police as soon as possible and obtain a crime reference number.
 6. In respect of public liability claims please tell **us** in writing as soon as possible if someone is holding **you** responsible for damage to their property or **bodily injury** to them. **We** will ask **you** to send **us** any correspondence, claim, writ or summons as soon as **you** receive it. **You** must not negotiate, pay, settle, admit or deny any claim without **our** written permission. **We** will also need **you** to notify **us** in writing of any impending criminal prosecution, inquest or fatal accident enquiry.
 7. **You** must supply at **your** own expense full details of the claim in writing together with any supporting information including but not limited to, police reports, medical reports, damage assessments, evidence and proofs of ownership.
 8. Where the damage to the **bicycle** is beyond economical repair and the insurer replaces it, the damaged **bicycle** becomes the property of the insurer. **We** have the right to take and keep possession of any part or all of the **bicycle** or **accessories** and to deal with the salvage in a reasonable manner but **you** should not abandon any **bicycle** to **us**.
 9. In the case of loss or damage sustained while in the custody and control of an airline a Property Irregularity Report will be required.
 10. A proportionate reduction in any claims settlement will be made should **you** under-insure (i.e. the sum insured **you** have chosen is less than the **insured value** of the **bicycle**).
 11. No claims will be paid in respect of costs beyond the **insured value** on **your schedule**. The maximum sum insured in total for all **bikes** on a single policy cannot exceed £30,000.

Basis of claims settlement

1. **We** reserve the right to specify a supplier of **our** choice for the repair or replacement of the **bicycle** or at **our** discretion offer cash settlement.
2. Wherever possible **we** will arrange for any **bicycle** which has been damaged or stolen to be repaired or replaced by a specialist **bicycle** dealer or distributor of **our** choice who will invoice **us** directly for the repairs or the replacement.
3. **We** reserve the right to benefit from any trade discount or similar purchase discount obtainable from a **bicycle** repairer, dealer or distributor of **our** choice.
4. **We** do not have to use any **bicycle** dealer or distributor nominated or selected by **you**. However, if **you** are able to obtain the same repair or replacement from **your** local or preferred dealer or distributor at the same price that **we** are able to obtain from **our** trade sources, and if the dealer or distributor is willing to invoice **us** directly, then **we** will be happy to accommodate **your** requirements or wishes.
5. If **we** do not replace or repair the **bicycle** **we** will pay for loss or damage by means of a voucher or cash settlement.
6. If **we** pay the total **Insured value** for the **bicycles** 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 will belong to **us**.





Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is called exercising **our** right of subrogation. **You** must provide **us** with all the help and information **we** require for the purpose of exercising this right of subrogation. **You** will not take action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.




Essential Security Requirements

These security requirements are important conditions of the policy. If **you** do not follow these requirements **we** will not pay **your** claim.

The **bicycle** must be left locked when unattended, in accordance with the lock requirements below, when it is at the following places:

-  In **your** house, flat or apartment and left in an area open to the public. **Your bicycle** does not need to be locked when it is being stored in a fully enclosed and locked building or **bicycle** storage box.
-  In **your** internal communal hallway on the same floor level as **your** main place of residence.
-  In **your** communal **cycle** storage area
-  Away from **your home storage location** and left unattended.

This does not apply if **you** have bought the Racing & Competitions cover option and the **bicycle** is in a designated transition area awaiting use or collection during an organised triathlon or duathlon event);

-  Attached to a roof rack or **bicycle** rack or in a vehicle. The roof rack or **bicycle** rack must be securely attached to a vehicle. **You** must satisfy these requirements:
-  In the vehicle – the **bicycle** is out of sight and all doors, windows and other openings of the vehicle are left closed and locked and any security features of the vehicle are in operation.
-  On the vehicle – the **bicycle** is secured, as per the lock requirements, to a roof rack or **bicycle** rack. The roof rack or **bicycle** rack must be securely attached to the vehicle. All insured property can only be left in a location other than **your home storage location** for a maximum of 24 hours. All replacement parts not attached and in use on **your bicycle** and **cycle accessories** not being used must be stored out of sight and in a locked location or compartment. **We** do not cover property in an unoccupied **home storage location**.

Lock Requirements

The **bicycle** must be locked through the frame and any quick release wheels and to a fixed, **immovable object** that the **bicycle** cannot be lifted under or over. **You** must use a nominated lock which is specified in the 'Sold Secure' list of **bicycle** locks, which is appropriate to the **insured value** of the **Bicycle**, as shown in the table below:

Bicycle Value	Lock Type
Under £1,000	'Sold Secure' SILVER rated lock or higher
£1,000 and over	'Sold Secure' GOLD rated lock

We must see evidence **you** have used a 'Sold Secure' Lock in the event of a claim for **theft** where the insured **bicycle** was left unattended away from **your home**. This will include original dated purchase receipt detailing the make and model of the lock and/or any other proof of purchase and ownership that can be supplied.



Definitions

This part of the policy sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in **bold type** whenever it appears.


Abandonment – When a **bicycle** is left in a location which is not **your home** for more than 24 consecutive hours.


Accessories – **Accessories** means **bicycle**-related equipment which are not essential to its operation owned by **you** and used in conjunction with the **bicycle(s)** listed on the **schedule**, including but not limited to helmets, shoes, jerseys or vests, base layers, gilets, glasses & goggles, jackets, shorts, trousers, wetsuits, backpacks, helmet mounted cycling cameras, cycling computers, cycling GPS units, lights, spare wheels, **cycle** luggage, cycling tools, cycling armour guards and locks.

Accidental Damage – Any sudden, unintended, and unforeseen damage caused to **your bicycle(s)** or **accessories**, irrespective of whether the **bike** is in motion, and which immediately results in the insured **bike** no longer being suitable for use.

Accidental Loss – Loss by a third-party airline, courier or recognised transport provider whilst in their custody. This does not include **your** deliberate **abandonment** of the **bicycle(s)**.

Approved Lock – A nominated lock which is specified in the ‘Sold Secure’ list of **cycle** locks or any Thatcham **approved lock** which is appropriate to the **insured value** of the **bicycle**.

 If the **Insured Value** of the **bicycle** is under £1000 then **we** require a Sold Secure SILVER rated lock or higher.

 If the **Insured Value** of the **bicycle** is equal or over £1000 then **we** require a Sold Secure GOLD rated lock.

Bodily Injury – Identifiable physical injury external to the body caused solely by accidental means and which has no direct or indirect connection with any pre-existing condition.



Bicycle(s)/Bike/Cycle – Any **cycle**, adult tricycle or tandem powered by human pedalling owned (not hired or loaned) by **you**, that **you** have registered and is shown on **your schedule**. This definition includes electric **bicycles** which meet the relevant **UK** rules for ‘electrically assisted pedal **cycles**’ (EAPC’s).

Commencement Date – The date that **your** cover starts as shown on **your schedule**.


Economic repair – Value of the repair does not exceed the replacement value.


Excess – The uninsured amount that **you** have to pay in the event of a claim.


Family – **Your** parents, spouse, partner, son, daughter or siblings (aged over 16 years) that permanently live in the household.

Home – The address where the **bicycle** is usually kept, as stated on **your schedule**, which is **your** permanent domestic residence and is a house, a flat or a room in a communal residence.

Home storage location – Where the **bicycle** is usually kept, which must also be **your** main place of residence and as described below:

 Private house – Inside **your home** or an outbuilding, garage, shed or purpose-built immovable **bike** storage box built from brick, stone, concrete, wood or metal, which is attached to or within the boundaries of **your home**. Any outbuilding, garage, shed or **bike** storage box must be fully enclosed and securely locked at all times. Access to the **bike(s)** must be obtained by forcible and violent entry or exit.


 Flat, apartment, or shared houses - the self-contained rooms in which **you** live including any directly connected private balcony that is not accessible from the ground outside the building, or directly connected private garden area, plus any internal communal hallways on the same floor level as **your** main place of residence where access to the **bike** must be obtained by forcible and violent entry or exit.


 Communal **cycle** storage - Inside a communal storage area which is either an outbuilding, garage, shed or purpose-built immovable **bicycle** storage box built from brick, stone, concrete, wood or metal, which is attached to or within the

boundaries of **your home** and which can only be accessed by private residents. Any outbuilding, garage, shed or **bike** storage box must be fully enclosed and securely locked at all times and access to the **bicycle(s)** must be obtained by forcible and violent entry or exit.

 A hotel, motel, guest house or holiday **home** in which **you** are resident temporarily

Immovable object – A fixed and immovable object including

 A purpose-built **bicycle** rack or roof rack which is securely attached to a motor vehicle, and

 Solid object fitted onto or into brick/concrete, stone or metal which is not capable of being undone, removed with, or lifted under or over the **bicycle**.

Indemnity basis – The **insured value** of a **bicycle** which will mean a repair or if the **bicycle** is stolen or damaged beyond **economic repair**, the replacement of the **bicycle** by an equivalent one.

Insured value –

- a) The price in GBP which **you** paid to purchase a new or second-hand **bicycle** including any parts which **you** purchased, and which form part of **your bicycle** (inc VAT);
- b) the price in GBP which **you** paid to purchase new or second-hand **bicycle accessories**;
- c) for vintage or antique **bicycles** and **accessories**, the sum shown in any valuation **you** provide to **us**, provided that such valuation is less than three years old and has been provided by a vintage **bicycle** retailer or other suitably qualified valuation expert;
- d) the undiscounted replacement cost for a **bicycle** which when purchased as new benefited from a discount;
- e) for custom-builds, the price paid for the parts excluding labour costs.

Period of Insurance – The period between the From and To dates specified on **your schedule**. Professional racing – Any races for which **you** have been paid to participate

Pre-existing medical condition – An illness or injury that **you** have before the start date of the policy.

Schedule – The document issued by Protectmybike.co.uk on behalf of which confirms **your** personal details, details of the **bicycle(s)** and **accessories** that are covered, cover limits, additional add-ons purchased and the start and end date of **your** policy.

Territorial limits – The **United Kingdom** and where the additional Overseas Extension has been purchased then anywhere in the world (except Cuba, Iran and North Korea) subject to a maximum duration of either 30 or 60 days per annum (as shown on **your schedule**) during any one **period of insurance**.

Theft – The unauthorised taking of **your bicycles(s)** or **accessories** by a third party with the intention of permanently depriving **you** of it or them.

United Kingdom – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Vandalism – Any intentional destruction or damaging of **your bicycle(s)** or **accessories** by another person.

We, us, our – The insurer, Protectmybike.co.uk and any of their agents.

Wear and tear – Loss or damage caused by cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical breakdown, scratching, misuse, atmospheric or climate conditions.

You, your, yourself – The person named on the **schedule** or any member of **your family** using the **bicycle** with **your** consent

Section 1 – Bicycles and Accessories



Provides cover for **Theft, Accidental damage** or Vandalism to **your bicycle(s)**.

Please read the Essential security requirements on page 6 to ensure **you** obtain the necessary locks.

Who is covered?

You and **family** members that **you** live with.

What is covered?

We cover:

- a. **accidental damage** to **your bicycle**;
- b. vandalism to **your bicycle**;
- c. **theft** of **your bicycle** from **Your home**;
- d. **theft** of **your bicycle** while away from **Your home**; and
- e. **theft** of **your bicycle** from a motor vehicle (but only one **bicycle** will be covered in the event of **theft** from a vehicle if **you** carry more than one)

What we pay for?

We will pay for the repair or replacement, up to the **insured value** stated in **your schedule**, of the **bicycle**.

This policy also covers **theft, accidental damage** and vandalism to **accessories**. This includes higher limits of **accessories** cover where **you** have paid the appropriate premium and Additional **Accessories** cover is shown on **your schedule**.

Where is it covered?

Cover applies in the **territorial limits**. If selected, at an additional premium, cover is extended to the rest of the world (Overseas cover) for either 30 or 60 days. If **you** buy Overseas cover it will be shown on **your schedule**. Please note: No cover is provided in Cuba, Iran and North Korea under any section of this policy.

What is not covered? (please also refer to the General Exclusions on page 18)

1. The **excess**.
2. Loss caused by unexplained disappearance or lack of supervision
3. **Accessories** or wheels unless it is in conjunction with a claim for the **bicycle**.
4. **Theft** of batteries unless it is in conjunction with **theft** of the **bicycle**.
5. Any **bicycle** not specified on **your schedule**.
6. **Theft** from **Your home** unless:
 - a. the **bicycle** is kept inside the **Home Storage Location** and any security devices such as door locks are in operation,
 - b. **theft** from the **Home Storage Location** involves Forcible and Violent Entry.
 - c. the essential security requirements set out on page 6 are complied with.
7. **Theft** at **home** from any garage, outbuilding, shed or purpose-built immovable **bicycle** storage box made from wood or metal, where the external doors do not meet the essential security requirements defined.
8. **Theft** at **home** from any underground car park, communal hallway or communal storage area unless the measures contained in the defined special security requirements.
9. **Theft, accidental damage** or vandalism sustained during a period of **abandonment**.
10. **Theft** away from **home** unless the **bicycle** is attended by **you** or **your family** or has been secured to an **immovable object** with an **approved lock**.

11. **Theft** from any motor vehicle unless:
 - a. the **bicycle** is inside the vehicle or secured by an **approved lock** through the frame and any quick release wheels to a roof or **bicycle** rack attached to the motor vehicle, and
 - b. the motor vehicle is securely locked and any security devices are in operation, and
 - c. it is a result of forcible and violent entry
12. **Theft** from any motor vehicle between the hours of 9pm and 6am unless the vehicle is fitted with a Thatcham category 1 alarm/ immobiliser or category 2 immobiliser or category 3 steering lock.
13. **Theft** from an outbuilding, garage, shed or **bicycle** storage box unless it was securely locked.
14. Any claim for damage caused by **wear and tear**, wet or dry rot, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, or any gradually operating cause.
15. Scratching denting or any cosmetic change which does not impair the function of the **bicycle**.
16. Claims where the **bicycle** has suffered damage as a result of a manufacturing fault which is still covered under a manufacturer's warranty.
17. Any claim in respect of mechanical or electrical breakdown
18. **Theft** of tyres unless the **bicycle** was stolen or damaged at the same time.
19. Any claim for a **bicycle** where it has been lent or entrusted to someone else, other than a member of **your family**.
20. **Theft** or **accidental damage** to valuables, money or other personal property.
21. **Theft** or **accidental damage** to any property which is not an **accessory** or a **bicycle**.

22. Any claim whilst the **bicycle** is being used for competition, including racing, unless the Racing and Competition option has been purchased.
23. Any claim resulting from use of the **bicycle** outside the **territorial limits** unless the Overseas cover option has been bought.
24. Any claim for the **bicycle** and **accessories** resulting from them being transported which has not been reported to the carrier (airline) and a written report obtained from them.
25. Any claim for a **bicycle** that is used for trade or business purposes (excluding commuting to and from a place of work), hire, reward, courier use or the carriage of paying passengers.
26. **Theft** or malicious damage where a crime reference number has not been provided.
27. Where evidence of ownership cannot be provided for the **bicycle**, **accessories** or the **approved lock**.
28. Any claim for more than one **bicycle** if left unattended either in or attached to an unattended motor vehicle.

Optional sections of cover

Sections 2, 3, 4, 5 and 6 only apply if **you** have selected them and paid the additional premium and will be included in **your** policy **schedule**.

Section 2 – Personal Accident



Provides cover for accidental **bodily injury** which causes death or permanent disablement.

What is covered?

If, while riding on, mounting or dismounting from **your bicycle** within the **territorial limits**, **you** sustain accidental **bodily injury** which, solely and independently of any other cause, within 52 weeks results in death or disablement (as set out in the table of benefits) **we** shall pay **you** the appropriate benefit shown in the table below according to the level of cover **you** have purchased.

Table of benefits

Benefit	Injury Type	Option A	Option B
1	Death	£10,000	£20,000
2	Loss of Sight	£10,000	£20,000
3	Loss of Limbs	£10,000	£20,000
4	Loss of Use of Shoulder, Elbow, Wrist, Knee, Hip or Ankle	£7,000	£15,000
5	Permanent Total Disability	£10,000	£20,000
6	Quadriplegia	£10,000	£20,000
7	Paraplegia	£10,000	£20,000
8	Loss of Hearing (Both Ears)	£10,000	£20,000
9	Loss of Hearing (One Ear)	£2,500	£10,000
10	Loss of Speech	£5,000	£10,000

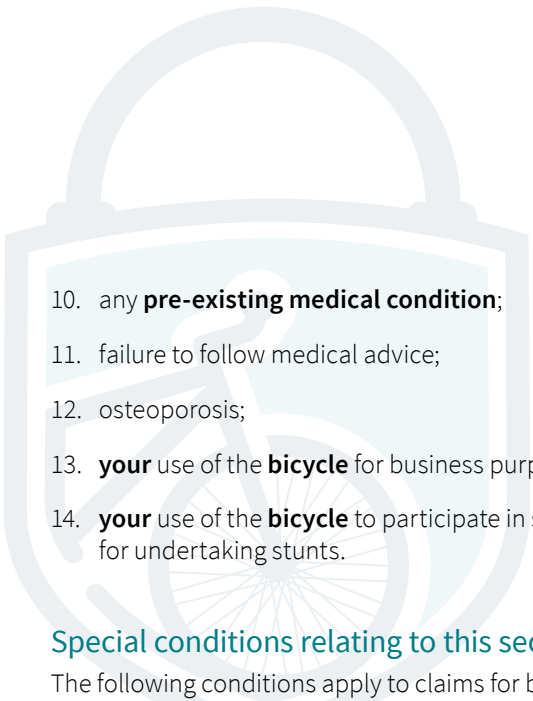
Special provision for benefit 1

We will pay the benefit shown in the Table of Benefits if **you** disappear, are not found within 52 weeks and, after looking at all available evidence regarding **your** disappearance, **we** are satisfied that **your** disappearance can be presumed to be due to **your** death as a direct result of a covered accident. **Your** legal personal representatives must provide a written undertaking that if **you** are subsequently found to be living, the benefit will be repaid to **us** within 90 days.

What is not covered

We will not pay any claim directly or indirectly caused or contributed to by, or resulting from, the following:

1. Any psychiatric, psychological, mental or nervous disorder, including dementia, stress, post-traumatic stress disorder, anxiety or depression not resulting from accidental **bodily injury** and diagnosed by a medical practitioner;
2. suicide or self-inflicted injury;
3. illness or disease not resulting from accidental **bodily injury**;
4. any degenerative process or naturally occurring condition;
5. any gradually operating cause that is the result of a series of events which occur or develop over time that cannot be wholly attributable to a single accident;
6. **your** participation a criminal act;
7. any accident while the **bicycle** is being used in a competition unless **you** have chosen Racing and Competition cover;
8. **you** being under the influence of alcohol or non-prescribed drugs, or abusing prescribed drugs;
9. any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery;

- 
10. any **pre-existing medical condition**;
 11. failure to follow medical advice;
 12. osteoporosis;
 13. **your** use of the **bicycle** for business purposes or professional racing;
 14. **your** use of the **bicycle** to participate in stunts or the use of equipment designed for undertaking stunts.

Special conditions relating to this section



The following conditions apply to claims for benefit listed in the Table of Benefits:

1. **We** will only pay one benefit to each person insured in relation to any one accident. However, where **you** suffer **bodily injury** which results in a claim being paid for any of the benefits 2–10 listed in the Table of Benefits and **you** subsequently die during the **period of insurance** as a result of the same accident, then in addition to the benefit already paid to **you we** will pay to **your** legal personal representative any difference between the amount of benefit already paid and the amount of the benefit payable for death shown in the Table of Benefits.
2. Any claim for benefits 2–10 must be proved to **our** satisfaction to be permanent and without expectation of recovery before **we** will pay the appropriate benefit.
3. If **you** die or suffer permanent disablement (benefits 2–10) as a result of exposure to the elements while using the **bicycle we** will consider that as having been caused by accidental **bodily injury**.

Section 3 – Public Liability

What is covered?

We will pay up to £3 million in total in any one year for any claim or series of claims made against **you** or a member of **your family** from any one event or one source or original cause for which **you** are legally liable that occur in the **territorial limits** as result of:

-  accidental **bodily injury** or death to any person, or
-  **Accidental damage** to third party property not belonging to **you** or in **your** custody or control, which arises from **your** or **your family**'s use or ownership of the **bicycle**.

The total amount payable includes reasonable legal defence costs and expenses incurred by **you** or **your family** and agreed with **our** written consent. **You** and **your family** are covered for costs and expenses that are not recoverable elsewhere including other insurance policies.

What is not covered?

Legal liability to pay compensation or costs arising directly or indirectly from:

1. any business, trade, profession or employment;
2. the transmission of any contagious disease or virus including COVID-19;
3. any punitive, exemplary or aggravated damages awarded against **you**;
4. any action for damages brought in a court outside the **territorial limits**;
5. **bodily injury** to any member of **your family**;
6. **accidental loss** of or damage to property belonging to or in the care, custody or control of **you** or any member of **your family**
7. the ownership, possession or use of any mechanically propelled vehicle (other than the **bicycle**).
8. the use of the **bicycle** in North America;
9. any accident while the **bicycle** is being used in a competition unless **you** bought Racing and Competitions cover;

10. liability assumed by contractual agreement;
11. any deliberate, malicious, dishonest or criminal act.





Section 4 – Racing and Competitions



What is covered?

We will extend cover to include **your** non-professional, competitive cycling. This includes competing at race events within the **territorial limits**.

We will reimburse **you** for:

-  the race entrance fee for an organised **cycle** race or cycling event endorsed by a recognised national sporting association or cycling event organiser; and
-  in the event of an approved claim for race entrance fees, and non-refundable travel and accommodation costs,

If **you** or a member of **your family** are unable to attend for one of the following causes:

1. Illness or injury.
2. Cancellation of leave if **you** or a member of **your family** are a member of the armed forces police force, fire service, employee of a public utility company or the National Health Service requiring **you** to work or be on duty or travel to or from work or active duty on the day of the race event.
3. Adverse weather conditions resulting in the cancellation of the race event if **you** are not reimbursed by the organisers.
4. Damage or burglary at **your** usual residence or place of work and **you** need to be there.
5. A claim for **your bicycle** is being processed by **us** and is approved but leaves **you** unable to compete because it is damaged.

We also cover any item of cycling clothing lost in an organised triathlon or duathlon transition area while **you** or a member of **your family** are competing in the race event, up to the value of £200 per insured **bicycle** in any one **period of insurance**.

We will extend **accidental damage** cover to **your** insured **bicycle** to include damage done when **your** insured **bicycle** is being used by another rider who is a member of the same cycling or triathlon club as **you**.

We will extend cover to include **your bicycle** when it is left unattended and unlocked in a triathlon or duathlon transition area whilst awaiting use or collection during an organised, competitive triathlon or duathlon.

What is not covered?

1. More than £1000 per insured **bicycle** of race event fees in any one **period of insurance**.
2. More than £500 per insured **bicycle** of travel and accommodation costs in any one **period of insurance**.
3. More than £200 per insured **bicycle** in cycling clothing costs for losses sustained in a transition area in any one **Period of insurance**.
4. Any travel and accommodation costs that are not related to the same event that an approved claim for reimbursement of race fees has been made.
5. Any claim relating to the use of **your bicycle** by a fellow cycling or triathlon club member other than for **accidental damage to your bicycle**.
6. Any claim where **you** or **your family** member are unable to provide proof of entry fees paid or where the event organiser is unable to confirm the cancellation of the event and that **you** or **your family** member were unable to compete.
7. Any claim where a part refund or race event credit note has been given for a future event.
8. Any claim caused directly or indirectly by **pre-existing** or self-inflicted illness or injury, pregnancy, prenatal care, childbirth, miscarriage or infertility treatment and any medical treatments or operations which are not medically necessary including cosmetic or beauty treatments, routine dental or medical treatments.
9. Any claim caused directly or indirectly by any treatment, medication, illness or injury not certified by a doctor
10. Any leave that was planned, booked, foreseeable or known about prior to the start date of the policy and any claim for cancellation of leave not confirmed, in writing, by **your** or **your family** member's employer.

Section 5 – Replacement Bicycle Hire

What is covered?

We will pay for the reasonable cost of the hire of an alternative **bicycle** if **your bicycle** is lost by a carrier, stolen or damaged and cannot be used. This cover applies to hiring contracts in the **territorial limits** only. The **bicycle** must be hired from a recognised and reputable **bicycle** dealer for the period that **you** are awaiting repair or replacement of **your bicycle** which is the subject of a claim under this policy.

What is not covered?






11. Any hire costs which have not been agreed with **us** and **our** prior authority not been obtained.
12. **You** will not be compensated for rental charges in **excess** of £50 per day.
13. **You** will not be compensated for more than 20 rental days for the same damage.

Section 6 – Overseas Cover

What is covered?

The **territorial limits** of this policy are extended for an additional premium to anywhere in the world (except Cuba, Iran and North Korea) subject to a maximum duration of either 30 or 60 days per annum (as shown on **your schedule**) during any one **period of insurance**.

This extension applies to the following Sections:

-  **Bicycle and accessories** (Section 1)
-  The following Optional Covers, if shown on **your Schedule**:
 -  Personal Accident and Personal Injury (Section 2)
 -  Public Liability (Section 3) - except for North America
 -  Racing and Competitions (Section 4)

General Exclusions

This policy does not cover any **accidental damage**, malicious damage or **theft**, or any expense or any legal liability of any nature, directly or indirectly caused or contributed to by, happening through or in consequence of:

1. any use in connection with an occupation or business;
2. war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
3. terrorism (as defined by the Terrorism Act 2000 and any amending or substituting legislation);
4. radiation or contamination by nuclear material, the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, any device or weapon which employs atomic or nuclear fission or fusion, or other comparable reaction or radioactive force or matter;
5. **your** use of the **bicycle** for professional racing;
6. **your** use of the **bicycle** to participate in stunts or the use of equipment designed for undertaking stunts.

No cover or benefit shall be provided, and no sum shall be payable under this policy to the extent that providing or paying it would directly or indirectly put **us** or **our** ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.

No claims will be paid in respect of costs beyond the **insured value** limit on **your schedule**.

Complaints

Our aim is to provide the highest level of service to **you** at all times in dealing with all aspects of **your** insurance. **We** do, however, realise that things can go wrong occasionally. If **you** feel **we** have not achieved **our** aim, please inform **us**. **Your** feedback enables **us** to monitor and improve the service **we** provide.



How to complain

Please quote **your** policy number and claim reference (if applicable) in all correspondence so that **your** concerns may be dealt with as quickly as possible. If **you** are not happy with any element of the cover or service **we** provide then please contact the following:

Complaint Type	Contact
A claim	Protectmybike.co.uk Claims Department Davies Group Unit 8 Caxton Road Fulwood Preston PR2 9NZ Tel: 0344 856 7497 Email: claimcomplaint@protectmybike.co.uk
All other issues	Protectmybike Complaints Department 282 Leigh Road Leigh-on-Sea SS9 1BW Tel: 0800 689 4749 Email: customer@protectmybike.co.uk

We will endeavour to resolve **your** complaint quickly and with the least inconvenience to **you**, and within the following timescales:

1. **We** will acknowledge **your** complaint within 3 working days of receipt.
2. **We** will aim to resolve **your** complaint within 5 working days.
3. If further investigation is required, **we** will aim to resolve **your** complaint within 4 weeks of receipt.
4. If **we** are unable to resolve **your** complaint within these timescales, **we** will write to **you** to let **you** know why **we** have not been able to do so.

If **you** cannot settle **your** complaint with **us**, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service.

By writing to:

The Financial Ombudsman Exchange Tower,
Harbour Exchange Square,
London E14 9SR

By the internet: www.financial-ombudsman.org.uk

By telephone: 0800 0234567 (free from standard landlines, mobiles may be charged)
0300 1239123 (same rate as 01 and 02 numbers on mobile phone tariffs)

You have the right to refer **your** complaint to the Financial Ombudsman, free of charge, but **you** must do so within six months from the date of the final response letter. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. This does not affect **your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

The above complaints procedure is in addition to **your** statutory rights.

Financial Services Compensation Scheme (FSCS)

The insurer is a member of the Financial Services Compensation Scheme (FSCS).



You may be entitled to compensation from this scheme if **your** insurer cannot meet their obligations, depending on the type of insurance and the circumstances of **your** claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Data Protection

Your data including personal data will be held and processed in compliance with **our** statutory obligations under the Data Protection Act 2018 and General Data Protection Regulation [2016/679].

You should also note the following important information:

-  Insuremore Ltd and Wakam are the Data Controllers
-  Insuremore Ltd, Wakam and associated companies may use the personal data that **you** supply for the purposes of insurance administration. The data may be disclosed to **us** and regulatory bodies such as the Financial Conduct Authority (FCA) for the purposes of administering and regulating **your** insurance. **Your** information may also be used for offering renewal, conducting research, statistical purposes and crime prevention. **We** may share these details with other insurance organisations (such as loss adjusters and investigators) to assist in handling claims.

We will store **your** details but will not keep them for any longer than necessary. Under the terms of the Data Protection Act 2018 **you** are entitled to a copy of all the information **we** hold about **you**. If **you** have any questions or queries regarding the use of **your** personal data, or to exercise **your** rights relating to such personal data, please contact **our** Data Protection Officer at the following address:

Address: Délégué à la Protection des Données,
Wakam 120-122 Rue Réaumur
Paris 75002

Email: dpo@wakam.com

The regulator for Personal Data and Freedoms:
Commission nationale de l'informatique et des libertés ("CNIL")
3 Place de Fontenoy
TSA 80715 75334
PARIS CEDEX 07

You will also find the full privacy policy for Insuremore Ltd at the following: www.protectmybike.co.uk/privacy

We may share **your** information with companies within the EEA ("European Economic Area"), and where this takes place, this is in line with **our** legal obligations to safeguard **your** personal data. If **you** would like to know more, please get in touch with **us**.



Protectmybike.co.uk is a trading name of Insuremore Ltd.
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