



Velosure Policy Wording

Velosure Policy Wording

Cycle Certificate of Insurance

This policy, the schedule and any endorsements form a legally binding contract of insurance between you and us, and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable.

This insurance covers liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

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

Please check that the contract is suitable for your needs.

This contract is written in English and all communications about it will be in English. Unless we have agreed otherwise, the law applying to this contract is English law.

Velosure is a registered trade mark of LawShield UK Ltd whose registered office is at LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire WA1 1RL. Authorised and regulated by the Financial Conduct Authority registration number 306793.

This insurance is underwritten by Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The Data Protection Act 1998

It is understood by you that any information provided to us regarding the insurance will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Signed for and on behalf of LawShield UK Ltd



Will Osbaldiston

Definitions

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements. These words are highlighted by the use of bold print.

Abandonment - when a **cycle** is left in a location other than the **insured location** for more than 12 consecutive hours or at a railway station for more than 24 consecutive hours.

Accident - a sudden and unexpected event which happens by chance during the **period of insurance**.

Accessories - equipment added and fixed to the **cycle** in addition to the manufacturer's original specification that is not core to the operation of the **cycle**. This also includes trailers, passenger carrying trailers, bike boxes, specialised cycle clothing and cycle helmets.

Approved Lock - a lock which at the time of purchase by **you** was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of cycle locks and which at the time of the purchase by **you** was appropriate to the **value of your cycle(s)** in accordance with the classification of locks determined by the MLA 'Sold Secure' list.

Assault - a sudden, unexpected, unusual specific event caused by an unknown third party with deliberate intent to cause **bodily injury** at an identifiable time and place.

Bodily injury - death or identifiable physical injury resulting solely and independently from an **accident**.

Commencement Date - the date **your** cover starts as shown on the **schedule**.

Cycle(s) - any bicycle, tricycle, tandem, trailer cycle or push scooter, powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act, including all component parts that are required for the operation of the **cycle**. This also includes all fitted **accessories**.

Depreciation - for a **cycle** over three years old, a deduction for wear and tear of 10% of the **sum insured** of the item, for each year or part year from the date of manufacture. The age of a **cycle** will be determined by the age of the **frame**.

Emergency dental treatment - emergency treatment to natural teeth within 7 days of the incident.

Endorsement(s) - any terms and conditions additional to this certificate of insurance and specified on the **schedule**.

Evidence of Ownership - original purchase receipt, showing the date, price paid, details of the **cycle** and **approved lock** name and address of seller, or other evidence which clearly demonstrates ownership.

Family - parents, spouse, partner, son, daughter or siblings (aged 12 years or over), who permanently live with you. Cover for members of **your family** is only extended under Sections one: Theft and Accidental Damage - Insured events 2, 3, and 4, where an additional premium has been paid and the cover is shown on the **schedule**. Section two: Personal Accident and Section four: Public Liability do not apply to persons under age 16 or over age 85.

Forcible and Violent Entry -

- a) entry evidenced by visible damage to the fabric of the building or vehicle at the point of entry
- b) damage caused to an **immovable object** or **approved lock**

Frame - the main component of a cycle onto which wheels and other components are fitted.

Hospital - a lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self-care or rest sections unit of a **hospital**) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing service by registered nurses.

Immovable Object -

- (a) any solid object fixed in or on to concrete or stone, which is not capable of being undone, removed with, or lifted under/over the **cycle**.
- (b) a properly fixed motor vehicle roof rack or properly fixed vehicle cycle rack.
- (c) at train stations, a cycle rack supplied by the train station expressly for the purpose of securing bikes, and within the jurisdiction of the transport police.

Insured Location - the location stated in the **schedule** where the **cycle** is usually kept which shall mean:

- a) a house built of brick, concrete or stone and roofed with slate, tiles or a multi layered roof.
- b) an outbuilding or garage built of brick, concrete or stone and roofed with slate, tiles, corrugated steel, asbestos or multi layered roof, which is attached to or within the boundaries of a private house and is privately accessed.
- c) a privately accessed wooden or metal shed which is securely locked at all times, within the boundaries of the property in which you normally reside.

- d) a self-contained flat within a brick, concrete or stone building with a slate, tiled or multi layered roof.
- e) a self contained lockable private room in the halls of residence in which you normally reside.
- f) a communal hallway in a brick, concrete or stone building with a slate, tiled or multi-layered roof, in which you normally reside.
- g) a communal outbuilding built of brick, concrete or stone and roofed with slate, tiles, corrugated steel, asbestos or multi-layered roof within the boundaries of the building in which you normally reside.
- h) any other specific location which has been referred to and agreed by **us** in writing.

Cover is extended to any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 30 days at any one time during the **period of insurance**. Any other address that **you** reside at for in excess of 30 days in any one year may be covered provided **you** advise **us** and **we** accept by an **endorsement**.

Insured Person - the person named in the **schedule** as the insured.

Loss of Limb(s) - the loss of a hand or foot by physical severance or total loss of use of an entire hand or foot.

Loss of Sight - the total and irrecoverable loss of sight in an eye.

Period of Insurance - the period for which this policy is in force as shown on the **schedule**.

Permanent Total Disablement - disablement which entirely prevents the **insured person** from attending to any remunerative occupation and which after a period of 12 months from the date of disablement is, in the opinion of a medical referee, beyond possibility of improvement.

Personal effects

Articles worn, used or carried by the **insured person**, excluding cycles and their accessories.

Schedule - the document showing the details of the **insured person**, the cover provided and any **endorsements** that apply.

Sum Insured - the amount set out on the **schedule**

Territorial Limits -

- a) anywhere in the **United Kingdom**
- b) anywhere in the European Union and Switzerland, Iceland, Norway, Monaco, Madeira, Gibraltar and Andorra up to a maximum of 60 days during any one **period of insurance**
- c) any other country not listed in a) or b) up to a maximum of 60 days during any one **period of insurance**, provided **you** have advised **us** prior to the trip taking place and **we** have agreed in writing. Excluding cover for Section 4: Public Liability in respect of USA, Canada, Australia and New Zealand.

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

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

Unattended - whilst the **cycle** is not being used or held by **you** or an adult who is entrusted with its safe keeping.

United Kingdom - England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.

Unoccupied Insured Location - an **insured location** as defined in a) a house and d) as self contained flat, which is a furnished dwelling, but has not been lived in for more than 30 consecutive days.

Value - the usual new undiscounted replacement cost of the **cycle** and any **accessories** (including VAT) from a reputable dealer as at the **commencement date** of the **period of insurance**.

We/Us/Our - the insurers named in the **schedule**.

You/Your - the **insured person** or persons named on the **schedule** who is a resident of the **United Kingdom**. This will also include **family** members if the extension of cover has been requested and the additional premium paid and the cover is shown on the **schedule**.

Section one: Theft and Accidental Damage to your cycle

This section only applies if the premium has been paid and the cover is shown on the schedule. The Security Requirements which apply are shown at the end of this section.

What is covered	What is not covered
<p>Insured events</p> <p>1. Theft of your cycle from the insured location</p> <p>We will at our option, replace, or pay the cost of replacing the cycle, with a similar article of like kind, functionality and quality. We may use specialist suppliers for replacement chosen by us.</p>	<ol style="list-style-type: none"> 1. The first 5% of the value, subject to a minimum of £50 and maximum of £200, of every claim. 2. Theft from the insured location unless involving forcible and violent entry and you have complied with Security Requirement 1. 3. Theft when the cycle is locked to an immovable object by an approved lock unless the key and a receipt for the purchase of the approved lock demonstrating the make and model, or the remains of the approved lock are provided in support of any claim. 4. Theft from an unoccupied insured location. 5. Any depreciation of a cycle more than three years old from the date of manufacture. 6. Unexplained theft. 7. Any tyres, accessories or removable parts, unless the frame is stolen at the same time. 8. Theft when your cycle is secured by a lock which is only approved for use with a cycle with a lower value than your cycle.
<p>2. Theft of your cycle when away from the insured location but within the territorial limits</p> <p>We will at our option, replace, or pay the cost of replacing the cycle, with a similar article of like kind, functionality, and quality. We may use specialist suppliers for replacement chosen by us.</p>	<ol style="list-style-type: none"> 1. The first 5% of the value, subject to a minimum of £50 and maximum of £200, of every claim. 2. Theft unless you have complied with Security Requirement 2. 3. Theft when the cycle is locked to an immovable object by an approved lock unless the key and a receipt for the purchase of the approved lock demonstrating the make and model, or the remains of the approved lock are provided in support of any claim. 4. Theft following abandonment. 5. Theft by a person or persons to whom the cycle is entrusted. 6. Theft when loaned or hired out by you to any person, other than a member of your family if you have paid the required additional premium and the cover is shown on the schedule. 7. Theft when using the cycle for hire, reward, courier services or the carriage of paying passengers. 8. Any depreciation of a cycle more than three years old from the date of manufacture. 9. Unexplained theft. 10. Any tyres, accessories or removable parts, unless the frame is stolen at the same time. 11. Theft when your cycle is secured by a lock which is only approved for use with a cycle with a lower value than your cycle.

What is covered	What is not covered
<p>Insured events</p> <p>3. Theft of your cycle when from a vehicle within the territorial limits</p> <p>We will at our option, replace, or pay the cost of replacing the cycle, with a similar article of like kind, functionality, and quality. We may use specialist suppliers for replacement chosen by us.</p>	<ol style="list-style-type: none"> 1. The first 5% of the value, subject to a minimum of £50 and maximum of £200, of every claim . 2. Theft when you have not complied with Security Requirement 3. 3. When access to the vehicle has not been made by forcible and violent entry. 4. Any depreciation of a cycle more than three years old from the date of manufacture. 5. Any tyres, accessories or removable parts, unless the frame is stolen at the same time. 6. When loaned or hired out by you to any other person, other than a member of your family if you have paid the required additional premium and the cover is shown on the schedule. 7. Unexplained theft. 8. Theft when the cycle is secured by a lock which is only approved for use with a cycle with a lower value than the cycle.
<p>4. Accidental Damage to your cycle within the territorial limits</p> <p>We will at our option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the cycle with a similar article of like kind, functionality and quality. Where the cycle is economical to repair but the parts required are obsolete we will pay a cash settlement equivalent to the cost of the repair of the cycle. We may use specialist suppliers for repair or replacement chosen by us.</p>	<ol style="list-style-type: none"> 1. The first 5% of the value, subject to a minimum of £50 and maximum of £200, of every claim. 2. When accidental damage is sustained in transit when handed to a recognised transport provider, unless the cycle is securely packaged and a receipt obtained. 3. When loaned or hired out by you to any other person, other than a member of your family if you have paid the required additional premium and the cover is shown on the schedule. 4. Any accidental damage following abandonment. 5. Any gradually operating cause including but not limited to damage caused by wear and 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 or evaporation. 6. Mechanical or electrical breakdown or defect or electronic malfunction. 7. Failure to use or maintain the cycle in accordance with the manufacturer's instructions. 8. Faulty or defective design, materials or workmanship or latent defect and defects in operation. 9. When using the cycle for hire, reward, courier services or the carriage of paying passengers. 10. Any depreciation on a cycle more than three years old from the date of manufacture. 11. Any tyres, accessories or removable parts, unless the frame suffers accidental damage at the same time.

<p>What is covered</p> <p>Insured events</p> <p>5. Replacement cycle hire</p> <p>We will pay up to £500 in any one period of insurance, for the reasonable cost of the hire of an alternative cycle from a recognised reputable cycle dealer whilst awaiting repair or replacement of your cycle when the subject of an approved claim.</p>	<p>What is not covered</p> <ol style="list-style-type: none">1. When the costs of hire have not been agreed with us.2. Where our prior authority has not been obtained.3. Where the costs of hire are greater than a normal charge through a recognised supplier.4. Where the costs are in excess of the cycle value or repair costs.5. Where evidence of expenditure cannot be provided.6. Where costs are incurred by anyone other than you.
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Security Requirements applicable to Section one

1 Security requirements at the insured location

Accidental damage or theft of the property insured whilst at the **insured location** shall only be covered in circumstances where the **cycle** is:

a) at an **insured location** as described in a). house, d). flat and e). room in a communal residence, the **cycle** is kept inside and any security devices are in operation

b) at an **insured location** as described in b). private garage and c). privately accessed wooden or metal shed and **you** have complied with the following security requirements:

- i. all external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock, or
- ii. the **cycle** must be secured through the **frame** by an **approved lock** to an **immovable object** within the building

c) at an **insured location** as described in f). communal hallway and g). communal outbuilding the **cycle** must be secured through the **frame** by an **approved lock** to an **immovable object** within the building.

2 Security requirements where the cycle is away from the insured location

Accidental damage or theft of the **cycle** whilst away from the **insured location** shall only be covered in circumstances where:

a) the **cycle** is not left **unattended**; or

b) the **cycle** is left **unattended**, but secured to an **immovable object** by an **approved lock** through the **frame** and

c) any access to the **cycle** is effected by **forcible and violent entry**

d) the **cycle** is not left **unattended** within the boundaries of a train station for more than 24 hours and subject to 2(b) and 2(c) above.

e) the **cycle** is left in a transition area of an organised competitive triathlon or duathlon in which **you** are participating.

3 Security requirements for vehicles where the cycle is in or on a vehicle

Theft whilst the **cycle** is in or on a vehicle shall only be covered in circumstances where:

a) all doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened;

b) access to the **cycle** must have been effected by **forcible and violent entry**;

c) any security devices installed in the vehicle are in operation; and

d) the **cycle** is stored out of sight, or is secured through the **frame** by an **approved lock** to the roof or bike rack attached to the vehicle;

e) if the **cycle** is left in or locked on to the vehicle between the hours of 9pm and 6am the vehicle must be fitted with a Thatcham category 1 alarm/immobiliser or category 2 immobiliser and/or category 3 steering lock, and if any such Category 1 and 2 device is not factory fitted, it must have been installed by a member of the Vehicle Security Installation Board and evidence of such must be provided in the event of a claim;

f) when **you** are outside the **United Kingdom** where it is impossible to comply with the Thatcham security requirements, theft shall only be covered if the vehicle is fitted with a factory fitted alarm or immobiliser and evidence of its existence must be provided in the event of a claim;

g) any vehicle used must have:-

- i. valid motor insurance;
- ii. a valid MOT certificate where applicable;
- iii. current road tax where applicable; and
- iv. all windows and locks that are capable of rendering the vehicle secure.

Section two: Personal Accident

This section only applies if the required additional premium has been paid and the cover is shown on the schedule.

What is covered	What is not covered								
<p>We will pay the amount shown below if at any time whilst you or any individual member of your family named on the schedule are using a cycle within the territorial limits, and are involved in an accident, which shall solely and independently of any other cause, cause such bodily injury which results in either death, loss of limb, loss of sight or permanent total disablement.</p> <p>The amounts we will pay under this section are:</p> <table border="0"> <tr> <td>• Loss Of Limb</td> <td>£10,000</td> </tr> <tr> <td>• Loss Of Sight</td> <td>£10,000</td> </tr> <tr> <td>• Permanent Total Disablement</td> <td>£20,000</td> </tr> <tr> <td>• Death</td> <td>£20,000</td> </tr> </table> <p>Benefit under this section shall be payable to you or your nominees, and shall be limited to a maximum of £20,000 per person</p>	• Loss Of Limb	£10,000	• Loss Of Sight	£10,000	• Permanent Total Disablement	£20,000	• Death	£20,000	<ol style="list-style-type: none"> 1. any accident not involving the use of a cycle by you or any member of your family specified on the schedule 2. anyone under age 16 or over age 85 3. permanent total disablement benefit for anyone over age 65 4. suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or your own criminal act, or being under the influence of alcohol or drugs; 5. when directly or indirectly resulting from stress, trauma or psychiatric illness 6. any benefit when your death, injury or loss does not occur within 180 days of the accident 7. any benefit when you cannot prove to us that the permanent total disablement has continued for 12 months from the date of the accident and in all probability will continue for the remainder of your life 8. more than one benefit under this section 9. whilst using the cycle for hire, reward, courier services, or the carriage of paying passengers
• Loss Of Limb	£10,000								
• Loss Of Sight	£10,000								
• Permanent Total Disablement	£20,000								
• Death	£20,000								

Section three: Road Rage

This section only applies if the required additional premium has been paid and the cover is shown on the schedule.

What is covered	What is not covered
<p>We will cover the following if bodily injury occurs by way of an assault during the period of insurance and within the territorial limits, whilst you are riding or using the cycle:</p> <ol style="list-style-type: none">1. Hospital daily cash benefit of £100 per day of confinement, but not beyond 30 days.2. Emergency dental treatment up to £250.3. 5 sessions of stress counselling following a claim under items 1 & 2.4. Clothing and personal effects up to £150.	<p>We will not cover death or disablement, indirectly arising out of or consequent upon, or contributed to by:</p> <ol style="list-style-type: none">1. the first £25 of any claim for 2. Emergency dental treatment or 4. Clothing and personal effects.2. any road rage incident, assault or bodily injury not involving the use of a cycle by you or any member of your family specified on the schedule3. suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or your own criminal act, or being under the influence of alcohol or drugs4. provoked assault or fighting (except in bona fide self defence)5. any matrimonial or family dispute6. whilst using the cycle for hire, reward, courier services, or the carriage of paying passengers7. any hospital benefit which does not involve an overnight stay as an in-patient.

Section four: Public Liability

This section only applies if the premium has been paid and the cover is shown on the schedule.

What is covered	What is not covered
<p>We will in respect of the amount shown on the schedule which you and any member of your family named on the schedule become legally liable for, pay for accidental bodily injury, death, disease or accidental damage to any person or accidental damage to third party property which arises from your use of or ownership of a cycle providing you are a resident of the United Kingdom.</p> <p>The total amount payable includes reasonable defence costs and expenses incurred by you with our written consent in connection with any liability insured under this certificate of insurance.</p>	<ol style="list-style-type: none">1. anyone under age 16 or over age 852. the first £500 of every claim arising from damage to third party property3. liability arising from loss or damage to property which belongs to you or is in your care custody or control4. where you are entitled to indemnity from another source5. when punitive, exemplary or aggravated damages are awarded against you6. any liability for bodily injury, loss or damage<ol style="list-style-type: none">a) to your employees or members of your family or household or to their propertyb) arising out of the ownership, possession, use or occupation of land or buildingsc) arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons7. any liability arising out of the use of a cycle by you or any specified individual member of Your family unless the required additional premium has been paid and the cover is shown on the schedule.8. when using the cycle for hire, reward, courier services, or the carriage of paying passengers9. any liability not involving the use of a cycle10. any liability arising out of the use of a cycle in the USA, Canada, Australia or New Zealand or outside the territorial limits

General exclusions applicable to the certificate of insurance

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person

caused by, contributed to or arising from the following:-

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pressure waves from aircraft and other flying objects at or above the speed of sound.
- 5 Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.
- 6 Indirect loss of any kind.
- 7 Biological or chemical contamination due to or arising from:
 - **terrorism**; or
 - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.
- 8 Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you** or **your family**.
- 9 Loss or damage occurring before cover starts or arising from an event before cover starts.
- 10 Any additional claims costs resulting from supply of a **cycle** from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside the **United Kingdom**.
- 11 Any claim arising out of cycling as **your** occupation or profession.

Sanction Limitation and Exclusion Clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any insurance cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

General conditions applicable to the certificate of insurance

1 Your duty to disclose information

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance **we** may:

- refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance.

If **we** establish that **you** deliberately or recklessly provided **us** with false information we may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

2 Automatic Reinstatement of Cover

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, **we** will automatically reinstate cover on **your** replacement **cycle** upon confirmation from **you** of the new property to be insured without change to the **schedule** renewal date. If the **value** of **your** replacement **cycle** is higher than the **sum insured you** will be asked to pay the proportionate additional premium. Following a claim **we** reserve the right to decline cover or apply special terms.

3 Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs, please return it to **us** within 14 days of issue. On condition that no claims have been made or are pending, **we** will refund **your** premium in full.

Thereafter, **you** may cancel this insurance at any time by informing **us**. On condition that no claims have been made or are pending, **we** will refund that part of **your** premium which applies to the remaining **period of insurance**, less a £15 administration fee.

We can cancel this insurance by sending **you** 14 days notice in writing where there is a valid reason for doing so. **We** will write to **you** at **your** last known address and will set out the reason for cancellation and any refund of premium that may be due. Valid reasons may include but are not limited to:

- where **we** have been unable to collect a premium payment;
- where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- where **we** reasonably suspect fraud; or
- due to the use of threatening or abusive behavior or language, or intimidation or bullying of staff or suppliers.

4 Contracts (Rights of Third Party) Act 1999

A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. However, this does not affect any other rights they may have.

5 Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused

we:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- will be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy since the last renewal date;
- will not return any premiums **you** have paid; and
- may inform the Police.

6 Important Changes

You must tell **us** immediately about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

For example, **you** must tell **us** if **you**:

- change the **cycle(s)** detailed on the **schedule**
- change **your** address
- receive a police caution for or are convicted of or charged with an offence (other than motoring)
- plan to use the **cycle(s)** in connection with an occupation or profession

We have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell **us** about a change.

7 Contribution

If the insured has other insurance against liability or loss covered by this policy, the insurer shall not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss.

8 Reasonable Care

You must take all reasonable care to prevent any accidental damage, theft or loss and keep **your cycle(s)** and the **insured location** in a good state of repair and condition. **You** must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

9 Subrogation

In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **our** right of subrogation. **You** shall, at **our** request and **our** expense, agree to and permit **us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **You** will take no 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.

10 Under Insurance

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 **value** of the **cycle**).

11 Amendments

Mid-term amendments to **your** policy, excluding changes to personal details are subject to payment of any additional cost of cover and, when made by telephone or by post, an administration charge of £15 will apply. No refunds are payable for reductions in cover resulting from mid-term amendments made to **your** policy by **you**.

Making a claim

On the happening of any event which may give rise to a claim:

1. **You** shall give immediate notice, as soon as **you** become aware to:

- the Police in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number
- **us** on 01925 422 773 as soon as reasonably possible, quoting **your** policy number. **We** will register **your** claim and tell **you** what to do next.

2. Within 30 days of notifying **us**, **you** shall supply, at **your** own expense, full details of the claim in writing together with any supporting information, **evidence of ownership** and proofs which **we** may reasonably require.

Failure to comply with 1 or 2 above may result in a claim being rejected.

3. **We** have the right, without thereby incurring any liability and without diminishing **your** right to rely on any condition of this certificate of insurance, to take and keep possession of any part or all of the **cycle** and to deal with salvage in a reasonable manner, but **you** shall not abandon any **cycle** to **us**.

4. **You** shall give such information and assistance as **we** may reasonably require to substantiate any claim and where requested, provide proof of **your** identity prior to settlement of any claim.

5. In respect of public liability claims, **you** must send **us** any claim, writ or summons as soon as **you** receive it. Do not negotiate, pay or settle, admit or deny any claim without **our** written permission. **You** must also notify **us** in writing of any impending prosecution inquest or fatal **accident** enquiry.

6. If the **cycle** is lost, stolen or damaged whilst in the care of an airline **you** must:

- get a Property Irregularity Report form the airline
- give written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy)
- keep all travel tickets and tags for submission if you are going to make a claim under this policy.

How to Complain

It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim you should:-

1. Contact the administrators. The contact details are:

The Managing Director, LawShield UK Ltd, LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL

Tel: 0800 731 3942

Fax: 0845 077 0806

Email: customerrelations@lawshield-uk.com

If you are not satisfied with the outcome of option 1 then you can contact

2. **Policyholder & Market Assistance**

Lloyds Market Services, One Lime Street, London, EC3M 7HA

Tel: 0207 327 5693

Email: complaints@lloyds.com

Having followed this procedure **you** can refer your complaint to the Financial Ombudsman Service

3. **Financial Ombudsman Service (FOS)**

South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel: 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the FOS cannot consider complaints and the complaints procedure must be fully exhausted before **you** consider legal proceedings.