

# Policy Wording



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# **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, this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Velosure is a registered trade mark of LawShield UK Ltd whose registered office is at, 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 and complaints, 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. 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](http://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** - any of the following where cover is shown in the **schedule**:

- a) equipment attached to **your cycle**
  - b) articles of specialist cycling, biathlon or triathlon clothing and headgear
  - c) luggage designed specifically for the carriage of **your cycle**
- which are **your** own property or for which **you** are legally responsible

**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.

**Approved lock** security requirements appropriate to the **cycle value**:

- a) **value** under £1,500 requires a Bronze rated 'Sold Secure' lock
- b) **value** between £1,501 and £2,500 requires a Silver rated 'Sold Secure' lock
- c) **value** equal to or over £2,501 requires a Gold rated 'Sold Secure' lock

**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**.

**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**.

**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**.

**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** - an establishment licensed for caring for and treating inpatients who are sick and injured, but not one that is primarily a clinic, nursing home, rest or convalescent home, and not a place to treat alcoholism or drug addiction.

**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 means:

- a) a house, including its privately accessed integral garage(s), which are built of brick, concrete or stone and roofed with slate, tiles or a multi layered roof.
- b) an outbuilding or detached 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 or hotel 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 **you** from attending to any paid occupation and which after a period of 12 consecutive 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 **you**, excluding cycles and their accessories.

**Punitive, Exemplary or Aggravated damages** - damage awards that are intended to reform or deter persons from engaging in conduct similar to that which formed the basis of the action against **you** given rise to a claim.

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

**Sport** - using the **cycle** and **accessories** for organised racing events or amateur competition.

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

#### **Territorial Limits**

The area shown in the **schedule**

**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 90 consecutive days.

**Value** - the usual new undiscounted replacement cost of the **cycle** and any upgraded parts and components (including VAT) from a reputable dealer.

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

**You/Your** - the **insured person** or persons named on the **schedule** and all permanent members of that persons household, who are residents of the **United Kingdom**.

## What you are covered for

Cover only applies if the premium has been paid and the relevant section 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><b>Section A - Accidental Damage</b></p> <p>Where cover is shown in the <b>schedule</b>, we will insure <b>you</b> for:</p> <ol style="list-style-type: none"> <li>1. Accidental damage to <b>your cycle</b> and <b>accessories</b> at the <b>insured location</b></li> <li>2. Accidental damage to <b>your cycle</b> and <b>accessories</b> away from the <b>insured location</b> but within the <b>territorial limits</b></li> </ol>	<ol style="list-style-type: none"> <li>1. The first 5% of the <b>value</b>, subject to a minimum of £50 and maximum of £200, of every claim.</li> <li>2. When accidental damage is sustained in transit when handed to a recognised transport provider, unless the <b>cycle</b> is securely packaged and a receipt obtained.</li> <li>3. When loaned or hired out by <b>you</b> to any other person</li> <li>4. Any accidental damage following <b>abandonment</b>.</li> <li>5. Anything that happens gradually, 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, staining, scratching, denting, cosmetic changes, dampness, dryness, shrinkage or evaporation.</li> <li>6. Mechanical or electrical breakdown or defect or electronic malfunction.</li> <li>7. Failure to use or maintain the <b>cycle</b> in accordance with the manufacturer's instructions.</li> <li>8. Faulty or defective design, materials or workmanship or concealed defect and defects in operation.</li> <li>9. When using the <b>cycle</b> for hire, reward, courier services or the carriage of paying passengers.</li> <li>10. Tyres and <b>accessories</b> unless the <b>cycle</b> suffers accidental damage at the same time.</li> <li>11. When using the <b>cycle</b> and <b>accessories</b> for <b>sport</b> unless cover is shown in the <b>schedule</b></li> </ol>
<p><b>Section B - Theft</b></p> <p>Where cover is shown in the <b>schedule</b>, we will insure <b>you</b> for:</p> <ol style="list-style-type: none"> <li>1. Theft of <b>your cycle</b> and <b>accessories</b> at the <b>insured location</b></li> <li>2. Theft of <b>your cycle</b> and <b>accessories</b> away from the <b>insured location</b> but within the <b>territorial limits</b></li> <li>3. Theft of <b>your cycle</b> and <b>accessories</b> from a vehicle but within the <b>territorial limits</b></li> </ol>	<p><b>What is not covered</b></p> <ol style="list-style-type: none"> <li>1. The first 5% of the <b>value</b>, subject to a minimum of £50 and maximum of £200, of every claim.</li> <li>2. Theft from the <b>insured location</b> unless involving <b>forcible and violent entry</b> and <b>you</b> have complied with Security Requirement 1.</li> <li>3. Theft away from the <b>insured location</b> unless <b>you</b> have complied with Security Requirement 2.</li> <li>4. Theft from a vehicle unless <b>you</b> have complied with Security Requirement 3.</li> <li>5. Theft following <b>abandonment</b>.</li> <li>6. Theft by a person or persons to whom the <b>cycle</b> is entrusted.</li> <li>7. Theft when loaned or hired out by <b>you</b> to any other person.</li> <li>8. Theft when using the <b>cycle</b> for hire, reward, courier services or the carriage of paying passengers.</li> <li>9. Unexplained theft</li> <li>10. Tyres and <b>accessories</b>, unless the <b>cycle</b> is stolen at the same time</li> <li>11. Theft when <b>your cycle</b> is secured by a lock which is only approved for use with a <b>cycle</b> with a lower <b>value</b> than <b>your cycle</b></li> <li>12. Theft from an <b>unoccupied insured location</b>.</li> <li>13. Theft when the <b>cycle</b> is locked to an <b>immovable object</b> by an <b>approved lock</b> unless <b>you</b> can demonstrate that an <b>approved lock</b> was used. (See General Condition 11)</li> <li>14. Theft whilst using the <b>cycle</b> and <b>accessories</b> for <b>sport</b> unless cover is shown in the <b>schedule</b></li> </ol>

<p><b>What is covered</b></p> <p><b>Section C - Public Liability</b></p> <p>We will in respect of the amount shown on the <b>schedule</b> which <b>you</b> become legally liable for, pay for <b>bodily injury</b>, death, disease or accidental damage to any person or accidental damage to third party property which arises from <b>your</b> use of or ownership of a <b>cycle</b> and <b>accessories</b> providing <b>you</b> are a resident of the <b>United Kingdom</b>.</p> <p>The total amount payable includes reasonable defence costs and expenses incurred by <b>you</b> with <b>our</b> written consent in connection with any liability insured under this insurance policy.</p>	<p><b>What is not covered</b></p> <ol style="list-style-type: none"> <li>1. <b>you</b> when aged under 16 or over 85</li> <li>2. the first £500 of every claim arising from damage to third party property</li> <li>3. liability arising from loss or damage to property which belongs to <b>you</b> or is in <b>your</b> care custody or control</li> <li>4. where <b>you</b> are entitled to indemnity from another source</li> <li>5. <b>punitive, exemplary or aggravated damages</b> awarded against <b>you</b></li> <li>6. any liability for <b>bodily injury</b>, loss or damage <ol style="list-style-type: none"> <li>a. to <b>your</b> employees or members of <b>your</b> family or to their property</li> <li>b. arising out of the ownership, possession, use or occupation of land or buildings</li> <li>c. 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 weapons</li> </ol> </li> <li>7. when using the <b>cycle</b> for hire, reward, courier services, or the carriage of paying passengers</li> <li>8. any liability not involving the use of a <b>cycle</b></li> <li>9. any liability arising out of the use of a <b>cycle</b> in the USA, Canada, Australia or New Zealand or outside the <b>territorial limits</b></li> <li>10. When using the <b>cycle</b> and <b>accessories</b> for <b>sport</b> unless cover is shown in the <b>schedule</b></li> </ol>								
<p><b>What is covered</b></p> <p><b>Section D - Personal Accident</b></p> <p>Where cover is shown in the <b>schedule</b>, <b>we</b> will pay the amount shown below if at any time whilst <b>you</b> are using a <b>cycle</b> within the <b>territorial limits</b>, and are involved in an <b>accident</b>, which solely and independently of any other cause, causes <b>you</b> <b>bodily injury</b> which results in either <b>your</b> death, <b>loss of limb</b>, <b>loss of sight</b> or <b>permanent total disablement</b>.</p> <p>The amounts <b>we</b> will pay under this section are:</p> <table border="0"> <tr> <td>• <b>Loss of Limb</b></td> <td>£10,000</td> </tr> <tr> <td>• <b>Loss of Sight</b></td> <td>£10,000</td> </tr> <tr> <td>• <b>Permanent Total Disablement</b></td> <td>£20,000</td> </tr> <tr> <td>• <b>Death</b></td> <td>£20,000</td> </tr> </table> <p>Benefit under this section will be payable to <b>you</b> or <b>your</b> nominees, and will be limited to a maximum of £20,000 per person.</p> <p><b>Accident accumulation limit</b></p> <p>The most <b>we</b> will pay for an <b>accident</b> involving more than one person insured under this contract of insurance is £100,000. If a claim goes over this amount, <b>we</b> will pay an amount equal to this limit divided by the number of persons <b>you</b> are claiming for.</p>	• <b>Loss of Limb</b>	£10,000	• <b>Loss of Sight</b>	£10,000	• <b>Permanent Total Disablement</b>	£20,000	• <b>Death</b>	£20,000	<p><b>What is not covered</b></p> <ol style="list-style-type: none"> <li>1. any <b>accident</b> not involving the use of a <b>cycle</b> by <b>you</b></li> <li>2. anyone under age 16 or over age 85</li> <li>3. <b>permanent total disablement</b> benefit for anyone over age 65</li> <li>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 <b>your</b> own criminal act, or being under the influence of alcohol or drugs;</li> <li>5. when resulting from or in any way connected with stress, trauma or psychiatric illness</li> <li>6. any benefit when <b>your</b> death, injury or loss does not occur within 180 days of the <b>accident</b></li> <li>7. any benefit when <b>you</b> cannot prove to <b>us</b> that the <b>permanent total disablement</b> has continued for 12 consecutive months from the date of the <b>accident</b> and in all probability will continue for the remainder of <b>your</b> life</li> <li>8. more than one benefit under this section</li> <li>9. whilst using the <b>cycle</b> for hire, reward, courier services, or the carriage of paying passengers</li> <li>10. When using the <b>cycle</b> and <b>accessories</b> for <b>sport</b> unless cover is shown in the <b>schedule</b></li> </ol>
• <b>Loss of Limb</b>	£10,000								
• <b>Loss of Sight</b>	£10,000								
• <b>Permanent Total Disablement</b>	£20,000								
• <b>Death</b>	£20,000								

<p><b>What is covered</b></p> <p><b>Section E - Road Rage Assault</b></p> <p>Where cover is shown in the <b>schedule</b>, <b>we</b> will cover the following if <b>bodily injury</b> occurs by way of an <b>assault</b> during the <b>period of insurance</b> and within the <b>territorial limits</b>, whilst <b>you</b> are riding or using the <b>cycle</b>:</p> <ol style="list-style-type: none"> <li>1. <b>Hospital</b> daily cash benefit of £100 per day of confinement, but not beyond 30 days.</li> <li>2. <b>Emergency dental treatment</b> up to £250.</li> <li>3. 5 sessions of stress counselling following a claim under items 1 &amp; 2.</li> </ol> <p>Clothing and <b>personal effects</b> up to £150.</p>	<p><b>What is not covered</b></p> <ol style="list-style-type: none"> <li>1. <b>We</b> will not pay the first £25 of any claim for <b>2. Emergency dental treatment</b> or <b>4. Clothing and personal effects</b>.</li> <li>2. <b>We</b> will not cover death or disablement, indirectly arising out of or resulting from, or contributed to by: <ol style="list-style-type: none"> <li>a) any road rage incident, <b>assault</b> or <b>bodily injury</b> not involving the use of a <b>cycle</b> by <b>you</b></li> <li>b) suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or <b>your</b> own criminal act, or being under the influence of alcohol or drugs</li> <li>c) provoked <b>assault</b> or fighting (except in genuine self-defence)</li> <li>d) any matrimonial or family dispute</li> <li>e) whilst using the <b>cycle</b> for hire, reward, courier services, or the carriage of paying passengers</li> <li>f) any <b>hospital</b> benefit which does not involve an overnight stay as an in-patient.</li> <li>g) When using the <b>cycle</b> and <b>accessories</b> for <b>sport</b> unless cover is shown in the <b>schedule</b></li> </ol> </li> </ol>
<p><b>What is covered</b></p> <p><b>Section F - Replacement cycle hire</b></p> <p>Where cover is shown in the <b>schedule</b>, <b>we</b> will pay up to £500 in any one <b>period of insurance</b>, for the reasonable cost of the hire of an alternative <b>cycle</b> from a recognised reputable <b>cycle</b> dealer whilst awaiting repair or replacement of <b>your cycle</b> when the subject of an approved claim.</p>	<p><b>What is not covered</b></p> <ol style="list-style-type: none"> <li>1. When the costs of hire have not been agreed with <b>us</b>.</li> <li>2. Where <b>our</b> prior authority has not been obtained.</li> <li>3. Where the costs are in excess of the <b>cycle value</b> or repair costs.</li> <li>4. Where evidence of expenditure cannot be provided.</li> <li>5. Where costs are incurred by anyone other than <b>you</b>.</li> </ol>



# How much we will pay

## Accidental Damage and Theft (Sections A and B)

**We** will at **our** option repair, replace or pay for any lost or damaged item on the following basis but in no event will **we** pay more than the **sum insured** shown in the schedule.

1. For current **cycles** and **accessories** we will cover the cost of repair or replacement as new.
2. For discontinued **cycles** and **accessories**, we will cover the cost of repair or replacement with an item of a similar type, or equivalent specification.
3. For hybrid or composite **cycles** and **accessories**, where the parts have been individually purchased, **we** will pay the replacement cost of the individual components.
4. For vintage or antique **cycles** and **accessories**, which are of particular value due to their age, style or collectability the cost of repair or the amount 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.
5. For articles of specialist cycling, biathlon or triathlon clothing and headgear, the cost of repair or replacement taking into account wear and tear based on the following scale:
  - a) less than 3 years old, the cost of repair or replacement as new.
  - b) between 3 and 5 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.

If **we** can repair or replace an item but agree to a cash settlement, **we** will only pay what it would cost **us** to repair or replace the item using **our** own suppliers.

# Security Requirements

## 1 Security requirements at the insured location

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

- a) at an **insured location** as described in a). house or its private integral garage(s), 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). detached 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. a 5 lever mortice deadlock to BS3621 standard, or
    - b. a 5 lever padlock, or
    - c. a CEN grade 3, 4, 5 or 6 rated 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** will 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 biathlon 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 will 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 will 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 making the vehicle secure.

# General exclusions applicable to the certificate of insurance

This insurance does not cover:

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

caused by, contributed to by, arising from or in any way connected with 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 or damage.  
**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.
- 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; or
- amend the terms of this insurance or cancel the insurance in accordance with the cancellation condition.

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

1. treat this insurance as if it never existed;
2. decline all claims; and
3. 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 contact **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.

To cancel the insurance please contact:

LawShield UK Ltd, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL

Tel: 0800 083 3035

Fax: 0333 043 3798

Email: enquiries@velosure.co.uk

**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;
- may not return any premiums **you** have paid; and
- may inform the Police.

## 6 Important Changes

**You** must tell **us** without delay 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 **value** of **your cycle(s)**
- change the **sum insured** for **cycle(s)** at the **insured location** and/or away from the **insured location**
- 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 **you** have other insurance against liability or loss covered by this policy, **we** will 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 considered liable for part or all of any claim, **we** may exercise **our** right of subrogation. **You** must, 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 Amendments

Mid-term amendments to **your** policy will be subject to payment of an additional premium, and when made by telephone, email or by post, an administration charge of £15 will apply.

## 11 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as reasonably possible.

For loss or damage claims:

- **we** will require **you** to provide **us** with documentation or other evidence which clearly demonstrates ownership of the property and to help substantiate **your** claim, for example: original purchase receipts, bank or credit card statements, instruction booklets, photographs, the remains of the **approved lock** and/or the keys. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with this information.
- **we** may use specialist suppliers chosen by **us**, for repair or replacement or for acoustic testing on carbon fibre.
- **you** must tell the Police without delay if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.
- **you** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.
- 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 to **us**.

For liability claims:

- **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it.
- do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.
- **you** must notify **us** in writing of any impending prosecution inquest or fatal **accident** enquiry.

## 12 Our Rights after a claim

**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** must not abandon any **cycle** to **us**.

## How to claim

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

1. Check **your** policy booklet and **your schedule** to see if **you** are covered.
2. Give notice without delay to the Police in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number
3. Contact **us** on 01925 422 773 or email [claims@lawshield-uk.com](mailto:claims@lawshield-uk.com) or write to Claims, Velosure, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL as soon as reasonably possible, quoting **your** policy number. **We** will register **your** claim and tell **you** what to do next.
4. Let **us** know if **you** receive any information or communication about the event or cause.

## How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance contact:

The Managing Director, LawShield UK Ltd, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL  
Tel: 0800 731 3942  
Fax: 0333 043 3798  
Email: [customerrelations@lawshield-uk.com](mailto:customerrelations@lawshield-uk.com)

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to either the insurer, Novae Syndicates Ltd or the Complaints team at Lloyd's. Contact details are as follows:

Complaints  
Novae Syndicates Ltd  
21 Lombard Street London  
EC3V 9AH  
Tel No: 0207 050 9000  
e-mail: [complaints@novae.com](mailto:complaints@novae.com)

or

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Making a complaint does not affect your right to take legal action.