



# Bicycle Plus Insurance

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## *Policy Wording*

*This document (the policy wording) combined with the schedule certify that insurance has been effected between You and Us. In return for payment of the Premium described in the Schedule, We agree to insure You in accordance with the terms, conditions and exclusions specified in this Policy.*

This is a stand-alone Policy that is not subject to the terms conditions and exclusions of any other insurance policies. It contains provisions that may be different from those of any other insurance policies.

## Section A Operative Clause

This policy provides insurance for Your Bicycle during the Period of Insurance stated in the Schedule, and in any subsequent period of insurance where renewal of this Policy has been agreed between You and Us and the renewal premium paid.

At all times You must comply with the terms, conditions and exclusions of this Policy.

The Schedule attached to this document, the Statement of Facts and any Endorsements are all part of the Policy which is to be read as one document and any word or expression used with a specific meaning in any of them shall have the same meaning wherever it appears.

## Section B General Definitions

The words below have a specific meaning and will appear throughout this document with a capital letter. For ease of reference these definitions have been placed in alphabetical order

<b>Abandoned</b>	When a Bicycle is left in a location which is not Your Home or a temporary location for more than 12 consecutive hours or at a railway station for more than 24 consecutive hours.
<b>Accidental Damage</b>	Damage caused to the Bicycle accidentally by violent and external means, including vandalism.
<b>Approved Lock</b>	A lock which at the time of purchase by You was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of Bicycle locks and which at the time of the purchase by You was appropriate to the value of Your Bicycle in accordance with the classification of locks determined by the MLA 'Sold Secure' list.
<b>Bicycle</b>	<p>Any bicycle, tricycle, tandem specified in the Schedule which is Your own property or for which You are legally responsible and which is normally kept at the address shown in the Schedule. This includes component parts and Bicycle Accessories.</p> <p>The Bicycle must be driven only by human pedal power or electric battery and must not be powered in such a way that it is subject to the provisions of the Road Traffic Act(s).</p>
<b>Bicycle Accessories</b>	Equipment added to the Bicycle in addition to manufacturer's original specifications as specified in the Schedule.
<b>Competitive Event</b>	Any competition involving a massed start or a triathlon or duathlon.
<b>Confiscation</b>	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
<b>Endorsement</b>	A written change to the terms and conditions of the Policy.
<b>Evidence of Ownership</b>	The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of the Bicycle and the Approved Lock or any other evidence which demonstrates Your ownership to Our satisfaction.
<b>Excess</b>	The amount You must bear as the first part of each agreed claim.
<b>Geographical Limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Home</b>	<p>The location stated in Your Schedule where Your Bicycle is usually kept which shall mean:</p> <ul style="list-style-type: none"><li>i. a house of standard construction built of brick, stone or concrete and roofed with slates or tiles; or</li><li>ii. an outbuilding or garage built of brick, stone, concrete and roofed with slates, tiles, corrugated steel, asbestos or multi-layered with modern materials which is attached to or within the boundaries of a private dwelling house and is privately accessed; or</li><li>iii. an underground car park situated beneath Your main residence which is privately accessed by residents; or</li><li>iv. a wooden shed which is securely locked at all times and which is privately accessed;</li><li>v. a self-contained flat within a building of standard construction as defined in i. above; or</li></ul>

- vi. a communal hallway within a building of standard construction as defined in i. above in which You permanently reside; or
- vii. any temporary residence such as Your holiday home or a guest house, boarding house, motel or hotel in which You are resident for up to 28 consecutive days; or
- viii. any self-contained lockable private room within the halls of residence in which You normally reside; or
- ix. any other specific location which has been referred to and agreed by Us in writing.

**Immovable Object**

Any of the following:

- i. a solid object fixed onto or into brick, stone, concrete or metal and which cannot be undone or removed or lifted under or over the Bicycle; or
- ii. a securely fixed purpose built motor vehicle roof rack or Bicycle rack; or
- iii. an official Bicycle rack at a railway station and supplied by the railway company specifically for the purpose of securing Bicycles in an area of the station which is within the jurisdiction of the British Transport Police Authority.

**Nuclear risks**

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.

**Period of insurance**

The time during which this Policy is in force as shown in the Schedule.

**Policy**

This document and the Schedule, Statement of Facts including any Endorsements.

**Statement of Fact**

The information provided at the time of Your proposal to Us and which included Your personal details and Your Bicycle details.

**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:

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

**War**

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

**We/Us/Our**

Templeton Insurance Limited, 14 Athol Street, Douglas, Isle of Man IM1 1JA.

**You/Your**

The Policyholder and/or insured person named in the Schedule.

**Section C General Conditions**

The following conditions apply to the whole of this Policy. Any other conditions are shown in the section to which they apply.

**Arbitration**

Any dispute arising out of or relating to this insurance, including its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

**Cancellation**

If You decide within 14 days of taking out this Policy that this Policy does not meet Your requirements, You may cancel this Policy and, provided that no claim has been made, receive a full refund of the premium paid.

After 14 days You may cancel the Policy at any time by giving Us 30 days' written notice. However no refund of Premium will be payable.

We can also cancel the Policy by giving You 30 days' written notice at any time.

<b>Disclosure</b>	All facts and matters which might be relevant to Our consideration of Your proposal must be disclosed to Us and all material representations made to Us must be true, otherwise We are entitled to treat this insurance as if it had never existed.
<b>Acting as if Uninsured</b>	You must take reasonable steps to prevent accident or injury and to protect Your property against loss or damage. You must keep any property insured under this Policy in good condition and repair.
<b>Governing Law</b>	This Policy will be governed by and interpreted and construed in accordance with English Law and the English courts will have jurisdiction in respect of any dispute arising out of this Policy.
<b>Material Facts</b>	<p>A material fact is one which is likely to influence the acceptance of Your proposal for insurance or claim. If You are uncertain whether a fact is material You should declare it.</p> <p>Any omission, misrepresentation or false statement of a Material Fact by You or anyone acting on Your behalf either in Your proposal for this insurance or in any claim could lead to Us treating this Policy as if it had never existed.</p>
<b>Other Insurance</b>	This Policy does not cover any loss or claim where You would be entitled to be paid under any other insurance if this Policy did not exist.
<b>Premium Payment</b>	We will not make any payment under this Policy unless You have paid the premium.
<b>Rights of Third Parties</b>	You will not disclose the terms and conditions of this Policy to anyone without Our prior written approval save to the extent that You are required to do so by relevant law

## **Section D      General Claims Conditions**

The following claims conditions apply to the whole of this Policy. Any other claims conditions and procedures are shown in the section to which they apply.

We will not make any payment under this Policy unless You:

- a. give Us prompt notice of anything which is likely to give rise to a claim under this Policy, in accordance with the terms of each section; and
- b. give Us, at Your expense, any information which We may reasonably require; and
- c. co-operate fully in the investigation of any claim under this Policy; and
- d. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
- e. give Us all assistance which We may reasonably require to pursue recovery of amounts We may become liable to pay under this Policy, in Your name but at Our expense.

## **Section E      Property Damage**

### **What We will cover**

Theft of your Bicycle from your home  
Theft of your Bicycle whilst away from your home  
Theft of your Bicycle from a motor vehicle  
Accidental damage to your Bicycle  
occurring during the period of insurance.

### **Section E Exclusions**

We will not make any payment for:

1. theft from Your Home unless:
  - i. the Bicycle is contained within the main residence which is locked and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the premises by the thieves; or
  - ii. the Bicycle is contained within any shed, garage or outbuilding at Your Home and the building is locked overnight and the theft is a direct result of violent and forcible entry to or exit from the premises by the thieves; or

- iii. the Bicycle is contained within any underground car park situated beneath Your main residence which is privately accessed by residents and the Bicycle is secured through the frame by an Approved Lock to an Immovable Object within the car park; or
  - iv. the Bicycle is contained within a communal hallway and is secured through the frame by an Approved Lock to an Immovable Object within the building.
2. theft away from Your Home unless:
    - i. the Bicycle is secured through the frame by an Approved Lock to an Immovable Object or if left at a railway station the Bicycle is locked to an official Bicycle rack provided by the railway station through the frame using an Approved Lock; and
    - ii. You have not Abandoned the Bicycle.
  3. theft from a motor vehicle unless:
    - i. the Bicycle is completely out of sight or secured through the frame by an Approved Lock to a purpose built rack fully fitted to the vehicle; and
    - ii. the vehicle was fully locked with all security protections in force and the theft is a direct result of violent and forcible entry to the vehicle/removal of the Bicycle from the vehicle by the thieves; and
    - iii. the Bicycle is not left in or on the vehicle between the hours of 21.00 hours and 07.00 hours unless the vehicle is in a secure car park and in the event of a claim We will only pay if the theft is a direct result of violent and forcible entry to or exit from the secure car park by the thieves.
  4. the following excess:
    - i. 10% of the settlement value in respect of claims arising from the theft of Your Bicycle from Your Home, subject to a minimum of £50; but
    - ii. 20% of the settlement value in respect of claims resulting from the theft of Your Bicycle from anywhere else, subject to a minimum of £100.
    - iii. 10% of the settlement value in respect of claims arising from accidental damage to your Bicycle, subject to a minimum of £50.
  5. any Bicycle You have Abandoned or any unexplained loss or disappearance of Your Bicycle.
  6. any theft or accidental damage arising out of the use of Your Bicycle for any trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.
  7. any theft or accidental damage arising out of the Bicycle being used for any Competitive Event time trial or similar event
  8. any theft or accidental damage arising out of the Bicycle being used to participate in any stunts or using equipment specifically designed for undertaking stunts.
  9. any theft or accidental damage arising out of Confiscation.
  10. any theft or accidental damage to Your Bicycle while the Bicycle is used by anyone except You (the Insured)
  11. any theft or accidental damage to tyres or components unless the Bicycle itself is lost or accidentally damaged at the same time.
  12. any theft or accidental damage arising out of any gradually operating cause including but not limited to damage caused by wear, tear, wet or dry rot, atmospheric or climatic conditions, frost, insects, vermin, corrosion, rust, dust, contamination, change in colour of finish, chemical reaction, marring, scratching, denting, cosmetic changes, dampness, dryness, shrinkage, evaporation, lack of or poor maintenance or failure to follow manufacturer's instructions when using Your Bicycle or loss/damage occurring during maintenance or repair.
  13. any accidental damage arising out of mechanical or electrical breakdown or defect or electronic malfunction.
  14. any theft or accidental damage which occurs outside the Geographical Limits.
  15. any theft or accidental damage arising out of Terrorism, War or Nuclear Risks.
  16. any theft or accidental damage to Your Bicycle where You cannot provide Us with evidence of ownership of the Approved Lock and Your Bicycle.

#### **What You must do in the event of theft or accidental damage**

If any theft or damage occurs, We will not make any payment under this section unless You notify Us promptly of any theft or damage which might be covered.

If You think a crime has been committed, You must also report it to the police.

#### **How much We will pay in the event of theft or accidental damage**

At Our option We will repair, replace or pay for any lost or damaged Bicycle on the following basis:

1. for any standard cycle, the cost of repair or replacement as new if the Bicycle is less than 12 months old. If at the time of the loss the Bicycle is more than 12 months old then we will indemnify You to the maximum of the retail value of the Bicycle at the time of loss;
2. for any discontinued Bicycle, the cost of repair or replacement with a machine of a similar type or equivalent specification;
3. for any hybrid or composite Bicycle, where the parts have been individually purchased, We will pay the replacement cost of the individual components;

but in no event will We will pay more than the amount insured shown in the Schedule.

Where we can offer repair or replacement through a preferred supplier, but we agree to pay You a cash settlement instead, then that payment will not exceed the amount We would have paid Our preferred supplier.

## Section F Personal Accident

Special definitions for this section

**Accidental bodily injury** An identifiable physical injury which is caused solely by an accident directly arising from Your use of the Bicycle, occurring at an identifiable time and place, which results in Your death or Permanent Total Disablement, Loss of Eye, Loss of Hearing, Loss of Limb or Loss of Speech within 12 calendar months of the date of the accident.

**Loss of Eye** Permanent and total loss of sight in an eye.

**Loss of Hearing** Permanent and total loss of hearing.

**Loss of Limb** Loss by physical separation of an arm, hand or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.

**Loss of Speech** Permanent and total loss of speech.

**Permanent Total Disablement** Disablement which totally prevents You from working in Your usual occupation, which lasts continuously for 12 calendar months and which at the end of that time, is without prospect of improvement.

### What We will cover

We will pay You the amount shown below if You suffer an accidental bodily injury

Loss of Eye	£10,000
Loss of Hearing	£10,000
Loss of Limb	£10,000
Loss of Speech	£10,000
Permanent Total Disablement	£10,000
Death	£5,000
Death if under 18	£750

### We will not cover

We will not make any payment for:

1. any accidental bodily injury unless resulting directly from Your use of the Bicycle.
2. any accidental bodily injury where You were using the Bicycle to participate in any Competitive Event time trial or similar event
3. any accidental bodily injury where You were using the Bicycle for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.
4. any accidental bodily injury where You were using the Bicycle outside of the Geographical Limits.
5. any accidental bodily injury where You were using the Bicycle to participate in any stunts or using equipment specifically designed for undertaking stunts.
6. any accidental bodily injury to any person under 16 or over 85 years old at the start date of the period of insurance.
7. any self-inflicted injury resulting from:
  - a. an emotional or psychiatric disorder or condition;
  - b. the taking of or use of alcohol, drugs or controlled substances (other than drugs prescribed by a registered medical

- practitioner) by you;
- c. the act of committing suicide or causing deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save a human life);
  - d. any criminal act by You for which You are convicted.
8. any injury directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.
  9. any injury directly or indirectly arising from committing, attempting or provoking an assault or any criminal act.
  10. any injury directly or indirectly arising out of or contributed to by pregnancy or childbirth.
  11. any injury directly or indirectly caused by War, Terrorism or Nuclear Risks.

### **What You must do in the event of injury**

We will not make any payment under this section unless:

1. You notify the Claims Administrator promptly of any injury which might be covered under this section;
2. You see a suitably qualified medical practitioner as soon as possible after suffering injury and follow any medical advice You are given.

If We consider it necessary, You must allow a medical adviser chosen by Us to examine You and to see all medical records.

You must provide written notice to the Claims Administrator as soon as practicable of any accident which causes or may cause a claim to be made under this insurance. If disablement results or may result, You must place yourself as early as possible under the care of a suitably qualified medical practitioner.

### **How much We will pay in the event of injury**

We will pay up to the amount shown in the Schedule to you, Your executors or nominees, but We will not pay more than one of the benefits in respect of the same accident.

For Permanent Total Disablement We will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.

## **Section G Public Liability**

Special definitions for this section

<b>Bodily injury</b>	Death, or any bodily or serious mental injury or disease of any person other than you
<b>Defence costs</b>	Costs incurred by you with Our prior written agreement to investigate, settle or defend a claim against you.
<b>Property damage</b>	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.

### **What We will cover**

If, as a direct result of Your ownership or use of Your Bicycle, any party brings a claim against You for bodily injury or property damage occurring within the geographical limits and during the period of insurance, We will indemnify You against the sums You have to pay as compensation up to the maximum shown on the Schedule fully inclusive of all costs and damages.

### **What We will not cover**

We will not make any payment for any claim or loss:

1. unless resulting directly from Your ownership or the use of Your Bicycle.
2. directly or indirectly arising from the use of the Bicycle to participate in any competition involving a massed start or a triathlon or duathlon.
3. directly or indirectly arising from the use of the Bicycle for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.
4. directly or indirectly arising from bodily injury or property damage occurring outside of the geographical limits.
5. directly or indirectly arising from the use of the Bicycle to participate in any stunts or the use of equipment specifically designed for undertaking stunts.



6. directly or indirectly arising from the ownership, possession, maintenance or use by You of any watercraft, aircraft, other aerial device, motor vehicle or other mechanically propelled vehicle not included within the definition of Bicycle.
7. directly or indirectly arising from any act, breach, omission or infringement You deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
8. arising from War, Terrorism or Nuclear Risks.

#### **We will also not make any payments for**

1. property damage to any property belonging to You, or a member of Your Family, or which at the time of the loss or damage is in Your care, custody or control.
2. bodily injury to any of Your employees or any member of Your family.
3. that part of any claim where Your right of recovery is restricted by any contract.
4. fines and contractual penalties, punitive or exemplary damages.
5. any claim, including arbitration, brought outside the Geographical Limits.
6. Your liability under any contract which is greater than the liability You would have at law without the contract.
7. Your liability where You would be entitled to be paid under another policy of insurance.

#### **What You must do in the event of third party injury or damage**

We will not make any payment under this section:

1. unless You notify Us promptly of any claim or threatened claim against You.
2. if, when dealing with a third party, You admit that You are liable for what has happened or make any offer, deal or payment, unless You have Our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless You have Our prior written agreement. If You do, We have the right to cancel the policy as if it never existed.

#### **How much We will pay in the event of third party injury or damage**

We will pay up to the Limit of Indemnity shown in the Schedule for each actual or threatened claim to include defence costs, subject to the following conditions. If a payment greater than the limit of indemnity has to be made for a claim Our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount claimed.

All claims which arise from the same single or original cause or source will be regarded as one claim.

We reserve the right, but not the obligation, to take control of and conduct in Your name, the investigation, settlement or defence of any claim. If We think it necessary We will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint Your own solicitor but on a similar fee basis as Our solicitor and only for work done with Our prior written approval.

Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

## **Section H Making a claim**

### **What to do if You need to make a claim**

If You should need to make a claim under the Policy You must follow the procedures set out below and provide the required information and documentation, in accordance with the time limits stated. If You do not do this, Your claim may be rejected by Us.

- In the event of the theft or malicious damage to Your Bicycle, inform the Claims Administrator.
- You must immediately notify the police and ensure that they have a record of the incident by obtaining a crime reference number from them. This information must be provided to the Claims Administrator.
- You will follow any instructions relating to Your claim made by the Claim Administrator.
- Within 28 days of Your notification of claim You must provide the Claims Administrator, at Your own expense, with all supporting documentation, information, and proofs of ownership that are requested.
- We reserve the right to ask for any additional information considered necessary to substantiate Your claim.
- We reserve the right to appoint a loss adjuster to investigate Your claim or to seek other expert or specialist advice.
- In making any decision as to whether to pay a claim or not, We rely upon the information and evidence You provide to Us in support of Your claim.
- You must be prepared to show that You have complied with the terms and conditions of this Policy.



- You must be prepared to show Evidence of Ownership if requested.
- In the event of a total loss either constructive or actual We have the right but not the duty to treat the Bicycle as salvage. Any proceeds from the sale of such salvage will be used to offset the amount of any claim We have paid.

### Public Liability Claims

- Should you become involved in an incident that results in injury to another and/or damage to their property and arises out of Your use of the Cycle then You must contact the Claims Administrator immediately.
- We can take over and conduct in Your name, any claim or proceedings and will negotiate any claim or proceedings on Your behalf.
- You will co-operate fully with legal advisors appointed by Us to deal with any claim or proceedings against You.
- If a legal advisor refuses to continue acting for You with good reason or if you dismiss an advisor without good reason, the cover We provide will end at once, unless We agree to appoint another advisor.
- If You settle a claim or withdraw it without Our agreement, or do not give suitable instructions to Our legal advisor, then cover will end at once and We will be entitled to reclaim any costs and expenses paid by Us or if none have been paid, to decline to pay any costs incurred in respect of the claim or defence.
- You must not negotiate, admit liability, or agree any settlement without Our written authority.

## Section I Complaints

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it so that We can try to put things right. It is important You know We are committed to providing an exceptional level of service and customer care.

### Step One

Contact Your broker in the first instance to try to resolve the matter with them.

### Step Two

If the matter cannot be satisfactorily resolved by Your broker then You can complain to Us on 01624 639880, or write to The Managing Director, Templeton Insurance Ltd, 14 Athol Street Douglas Isle of Man IM1 1JA. If the matter cannot be satisfactorily resolved at this stage and You remain dissatisfied You can take the issue further.

### Step Three

In the unlikely event that the matter is still not resolved Your complaint can be referred to:

The Financial Services Ombudsman Scheme for the Isle of Man  
 Government Building  
 Lord Street  
 Douglas  
 Isle of Man  
 IM1 1LE

[www.ombudsman@iomoft.gov.im](mailto:www.ombudsman@iomoft.gov.im)

The Financial Services Ombudsman Scheme for the Isle of Man is not a compensation scheme and the United Kingdom Financial Services Compensation Scheme does not apply to this Policy.

The complaints procedure above does not affect any legal right You may have to take action against Us.

## Section J Data Protection

Templeton Insurance Limited is the data controller in relation to any personal data You supply to Templeton Insurance Limited in accordance with the Isle of Man Data Protection Act 2002.

Templeton Insurance Limited may use Your data to keep You informed by post, telephone or other means, of any products or services which may be of interest to You. If You do not wish to receive information from Templeton Insurance Limited please write to;

- The Data Protection Officer, Templeton Insurance Ltd, 14 Athol Street, Douglas, Isle of Man, IM1 1JA

With limited exceptions and on payment of the appropriate administration fee paid to each, You have the right to access and if necessary rectify information held about You. If You wish to make such an inspection, please write to Templeton Insurance Limited.

Templeton Insurance Limited will use Your data to set up and administer the Policy, including underwriting and the handling of any claim that may arise, and send Your data in confidence for processing to other companies and repairers, including those located outside the European Union. It may also be disclosed to regulatory bodies for the purposes of ensuring compliance and crime prevention.