



# Bicycle Secure 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.

## General Policy Definitions

The words below have a specific meaning and will appear throughout this document in bold.

**Abandoned** 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.

**Accidental Damage** Damage caused to **Your Bicycle** suddenly by unexpected and external means.

**Approved Lock** A lock which is specified on the 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 below;

- A **Bicycle** with a **Sum Insured** over £400 and up to and including £1,250 – a lock which has a Sold Secure bronze rating;
- A **Bicycle** with a **Sum Insured** up to and including £2,500 – a lock which has a Sold Secure silver rating;
- A **Bicycle** with a **Sum Insured** over £2,500 – a lock which has a Sold Secure gold rating;

**Bicycle** Any bicycle, hand cycle, tricycle, tandem which is **Your** own property or for which **You** are legally responsible and which is normally kept at **Your Home**, driven by human pedal power and/or electric battery which is not subject to the requirements of the Road Traffic Act, including any **Bicycle Accessories**, as shown in the **Schedule**.

**Bicycle Accessories** Equipment added and fixed to **Your Bicycle**, in addition to manufacturer's original specifications, as shown in the **Schedule**, with the value included with the **Sum Insured**.

**Competitive Event** Any competition involving a massed start or a triathlon or duathlon.

**Confiscation** Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**Depreciation** When **Your Bicycle** is more than three years old, **We** will make the following deductions from the **Sum Insured** to reflect wear and tear:

Over three years and up to five years – 20%  
Over five years and up to seven years – 35%  
Over seven years – 50%

The date of manufacture on the frame of **Your Bicycle** will be used to determine age.

**Endorsement** A written change provided by **Us** to the terms and conditions of the **Policy**.

### Evidence of Ownership

The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of the **Bicycle** and the **Approved Lock** or any other evidence which demonstrates **Your** ownership to **Our** satisfaction.

### Excess

The amount **You** must bear as the first part of each agreed claim as shown in the **Schedule** and/or;

- 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; or
- 10% of the settlement value in respect of claims resulting from the **Theft of Your Bicycle** from anywhere else, subject to a minimum of £100; or
- 10% of the settlement value in respect of claims arising from **Accidental Damage** to your **Bicycle**, subject to a minimum of £50.

### Home

The location shown in **Your Schedule** where **Your Bicycle** is usually kept which shall mean:

- a house of standard construction built of brick, stone or concrete and roofed with slates or tiles; or
- 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
- a wooden shed which is securely locked at all times and which is privately accessed;
- a self-contained flat within a building of standard construction as defined in i. above; or
- a communal hallway within a building of standard construction as defined in i. above in which **You** permanently reside; or
- 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
- any self-contained lockable private room within the halls of residence in which **You** normally reside; or
- any other specific location which has been referred to and agreed by **Us** in writing;

**Immovable Object** Any of the following:

- a) a solid object fixed onto or into brick, stone, concrete or metal and which cannot be undone or removed or lifted under or over **Your Bicycle**; or
- b) a securely fixed purpose built motor vehicle roof rack or **Bicycle** rack; or
- c) 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.

**Period of Insurance** The time from the effective date until the expiry date shown in the **Schedule** and any subsequent period for which **We** accept payment for renewal of the **Policy**.

**Policy** This document and the **Schedule, Statement of Facts** including any **Endorsement**.

**Premium** The amount shown as such in the **Schedule**.

**Schedule** The **Schedule** forming part of the **Policy** which contains details of **You**, the **Sum Insured**, the **Period of Insurance**, the **Premium** and the sections of this **Policy** which apply.

**Statement of Facts** The information **You** provided to **Us** and which has been used by **Us** to assess **Your** application for cover and accept **Your Policy**.

**Sum Insured** The amount for which **You** have chosen to cover the **Bicycle**, including any **Bicycle Accessories**, as shown in the **Schedule**.

**Territorial Limits** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

The **Policy** is also extended to provide cover within the European Union for up to a maximum of 30 days within the **Period of Insurance**.

**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
- vi. of the person committing the action; or
- vii. creates a risk to health or safety of the public or a section of the public; or
- viii. is designed to interfere with or to disrupt an electronic system.

**Theft** The taking of **Your Bicycle** by another person which is unauthorised or dishonest, with the intent of **Your Bicycle** not being returned to **You**.

**Third Party** A person who is not **You** or persons who are not related to **You** or associated with **You**.

**We/Us/Our** Templeton Insurance Limited, 14 Athol Street, Douglas, Isle of Man, IM1 1JA.

**You/Your** The policyholder as shown in the **Schedule**.

## Operative Clause

**Your Policy** is a contract between **Us**, and **You**. The information **You** have supplied to **Us** will be the basis of the contract between **You** and **Us**.

In return for **You** having paid or agreed to pay the **Premium**, **We** will indemnify **You** by payment or, at **Our** option, by reinstatement or repair in respect of loss, **Theft** or **Accidental Damage** occurring in connection with the **Bicycle** during the **Period of Insurance**, subject to the terms, conditions and exclusions contained in or added by **Endorsement** to the **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.

**You** are required to take care in order that all of the information supplied to **Us** as part of **Your** application for cover is true and correct and to tell **Us** of any changes to this information, even if **You** are not sure that **You** need to tell **Us** as failure to do so may result in the **Policy** no longer being valid and any claim not being paid.

The **Policy** is and remains valid and **We** will pay a claim only if **You** have paid the **Premium** shown in the **Schedule**.

## General Policy Conditions

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

<b>Arbitration</b>	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.
<b>Acting as if Uninsured</b>	<p><b>You</b> must take reasonable steps to prevent any loss, destruction, <b>Theft, Accidental Damage</b> or <b>Bodily Injury</b> occurring in connection with the <b>Bicycle</b>.</p> <p><b>You</b> must keep the <b>Bicycle</b> in good condition and/or repair, make good or remedy any defect or danger and comply with all statutory and other obligations and regulations imposed by any authority.</p>
<b>Cancellation</b>	<p>If <b>You</b> decide within 14 days of taking out this <b>Policy</b> it does not meet <b>Your</b> requirements, <b>You</b> may cancel this <b>Policy</b> and provided that no claim has been made, receive a full refund of the <b>Premium</b> paid.</p> <p>After 14 days <b>You</b> may cancel the <b>Policy</b> at any time by giving <b>Us</b> written notice, however no refund of <b>Premium</b> will be payable.</p> <p><b>We</b> can also cancel the <b>Policy</b> by giving <b>You</b> 14 days' written notice at any time, with a cancellation letter being sent to <b>You</b> at <b>Your</b> last known address.</p>
<b>Disclosure</b>	<p><b>You</b> are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to:</p> <ol style="list-style-type: none"><li>1) supply accurate and complete answers to all questions <b>We</b> may ask as part of <b>Your</b> application for cover under the <b>Policy</b>.</li><li>2) to make sure that all information supplied as part of <b>Your</b> application for cover is true and correct.</li><li>3) tell <b>Us</b> of any changes to the answers or information <b>You</b> have given as soon as possible.</li></ol> <p>Failure to provide answers or information in line with the requirement of the Act may mean that <b>Your Policy</b> is invalid and that it does not operate in the event of a claim.</p>

**Fraud** **We** will, at **Our** option, void the **Policy** from the inception date or from the date of the claim or alleged claim, or avoid the claim if;

- 1) a claim is made by **You** or anyone acting on **Your** behalf to obtain a **Policy** benefit is fraudulent or intentionally exaggerated, whether ultimately material or not, or;
- 2) a false declaration or statement is made or fraudulent device put forward in support of a claim.

**Governing Law** The **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 the **Policy**.

**Other Insurance** The **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.

**Premium Payment** **We** will not make any payment under the **Policy** unless **You** have paid the **Premium** to **Us**.

**Rights of Third Parties** **You** will not disclose the terms and conditions of the **Policy** to anyone without **Our** prior written approval save to the extent that **You** are required to do so by relevant law.

**Subrogation** **We** shall be entitled to prosecute in **Your** name for **Our** benefit any claims for indemnity or damage or otherwise against a **Third Party** and shall have full discretion in the conduct of any such action and **You** shall give **Us** all such information and assistance as **We** may reasonably require.

## General Policy Exclusions

### Asbestos

The **Policy** does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. the actual, alleged or threatened presence of or exposure to **Asbestos** in any form whatsoever or;
2. any obligation, request, demand, order or statutory or regulatory requirement that **You** or others test for, clean up, remove, contain, treat, neutralise, protect against, indemnify for any costs or damages relating to or in any other way respond to the actual, alleged or threatened presence of **Asbestos** in any form whatsoever.

Notwithstanding any other provisions of the **Policy**, **We** will have no duty to investigate, defend or pay any defence costs in respect of any claim excluded in whole or in part under paragraphs (1) and (2) hereof.

### Radioactive Contamination

The **Policy** does not cover any;

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from; or
2. Legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:
  - i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
  - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or component thereof; or
  - iii) any weapon or device which dispenses radioactive material and/or ionizing radiation or which employs atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

### Sonic Bangs

The **Policy** does not cover any loss or damage whatsoever, caused directly or indirectly, by the pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## Territorial Limits

The cover that this **Policy** provides only applies to incidents which occur within the **Territorial Limits** and will not apply to any event arising in any countries outside of the **Territorial Limits** or where any legal or other action, suit or other proceedings is brought against **You** in a country outside of the **Territorial Limits**.

### Terrorism

The **Policy** does not cover loss or damage to any property or any loss or expense whatsoever resulting or arising from, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, or arising from **Terrorism**.

In any action, suit or other proceedings, where **We** allege that by reason of the provisions of this Exclusion any loss, damage or legal liability is not covered by the **Policy**, the burden of proving that such is covered shall be upon **You**.

### Sanctions and Exclusions Clause

**We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit under the **Policy** to the extent that 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, but not limited to, the European Union, Japan, United Kingdom or United States of America.

### War and Similar Risks

The **Policy** does not cover any loss, damage or any legal liability directly or indirectly caused or occasioned by, happening through or in consequences of **War** or confiscation or nationalisation or requisition or loss or damage to property by or under the order of any government or public or municipal, local or custom's authority.

In any action suit or other proceedings where **We** allege that by reason of War and Similar Risks described above any loss, damage or any legal liability is not covered by the **Policy**, the burden of proving that such is covered shall be upon **You**.

## General Claims Conditions

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

**We** will not make any payment under the **Policy** unless **You**:

1. notify **Us** immediately of anything which is likely to give rise to a claim under the **Policy**, in accordance with any terms further specified under each section of the **Policy**;
2. make every reasonable effort to minimise any loss, and take appropriate emergency measures immediately if they are required to reduce any claim;
3. give **Us**, at **Your** expense, any information which **We** may reasonably require;
4. forward to **Us** immediately upon receipt every letter claim, writ, summons or legal process;
5. not **Abandon Your Bicycle** to **Us**;
6. co-operate fully in the investigation of any claim under the **Policy**;
7. Give **Us** all assistance which **We** may reasonably require to pursue recovery of amounts **We** may become liable to pay under the **Policy**, in **Your** name but at **Our** expense.

No admission, offer, promise, payment or indemnity shall be made or given by **You** or anyone on **Your** behalf without **Our** written consent and **We** will be entitled at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim, and to take proceedings in **Your** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure indemnity from any **Third Party** in respect of any event insured by the **Policy**, and **You** shall give all information and assistance in respect of such action.

## Data Protection

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

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

**We** 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, **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 **Us**.

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

## Section A

### Damage and Theft

#### We will cover You in the event of:

- The **Theft** of **Your Bicycle** from **Your Home**; or
- The **Theft** of **Your Bicycle** away **Your Home**; or
- The **Theft** of **Your Bicycle** from a motor vehicle; or
- **Accidental Damage** to Your Bicycle.

#### What is insured

At **Our** option **We** will repair, replace or pay for any lost or damaged **Bicycle** on the following basis, up to a maximum amount equal to the **Sum Insured** as shown in the **Schedule**:

1. for any standard cycle, we will indemnify **You** to the maximum of the retail value of the **Bicycle** at the time of loss, subject to **Depreciation**;
2. for any discontinued **Bicycle**, the cost of repair or replacement with a machine of a similar type or equivalent specification, subject to **Depreciation**;
3. for any hybrid or composite **Bicycle**, where the parts have been individually purchased, **We** will pay the replacement cost of the individual components up to the maximum of the retail value at the time of loss, subject to **Depreciation**.

#### What is not insured

1. Any loss if **You** are under 16 or over 85 years of age.
2. More than the **Sum Insured** as shown in the **Schedule**.
3. Any amount shown as the **Excess** in the **Schedule**.
4. Where **Your Bicycle** has been **Abandoned** or any unexplained loss or disappearance of **Your Bicycle**.
5. **Theft** or **Accidental Damage** arising out of the use of **Your Bicycle** for any trade or business purposes, including hire or reward or the carriage of fare paying passengers.
6. **Theft** or **Accidental Damage** arising out of **Your Bicycle** being used to participate in any stunts or using equipment specifically designed for undertaking stunts.
7. Any **Theft** or **Accidental Damage** arising out of **Confiscation**.
8. Any **Theft** or **Accidental Damage** to **Your Bicycle** while the **Bicycle** is used by anyone except **You**.
9. Any **Theft** or **Accidental Damage** to tyres or components unless **Your Bicycle** itself is lost or suffers **Accidental Damage** at the same time.
10. Loss or damage to **Your Bicycle** caused by wear, tear, insects, vermin, scratching, cosmetic changes or any other gradually operating cause.
11. Any **Theft** or **Accidental Damage** which occurs outside of the **Territorial Limits**.

12. Loss or damage occurring to **Your Bicycle** whilst in the custody of a transportation provider or courier unless:
  - i. **You** have obtained a receipt from the transportation provider or courier which confirms their acceptance of responsibility for **Your Bicycle** during the period of transportation;
  - ii. **You** fully complied with all of the terms and conditions of carriage including those relating to packing and storage.
13. Any **Depreciation** applied to **Your Bicycle**. We will not apply **Depreciation** to **Bicycle Accessories** where **You** can provide **Evidence of Ownership** which confirms they are under three years old.
14. **Accidental Damage** arising out of mechanical or electrical breakdown or defect or electronic malfunction or due to lack of maintenance of **Your Bicycle**.
15. **Theft** or **Accidental Damage** to **Your Bicycle** where **You** cannot provide **Us** with evidence of ownership of the **Approved Lock** and **Your Bicycle**.
16. **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, with the **Bicycle** stored out of sight; 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, with the **Bicycle** being stored out of sight; or
  - iii. 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.
17. **Theft** away from **Your Home** if:
  - i. **You** have **Abandoned** the **Bicycle**; or
  - ii. the **Bicycle** is not secured through the frame by an **Approved Lock** to an **Immovable Object**; or
  - iii. the **Bicycle** is not left in a supervised area whilst taking part in a **Competitive Event** and remains there for more than 24 hours.
18. **Theft** from a motor vehicle unless:
  - i. the **Bicycle** is secured through the frame by an **Approved Lock** to a purpose built rack fully fitted to the vehicle; or
  - ii. the **Bicycle** is completely out of sight within the vehicle, it being fully locked and all security protections in force, with the **Theft** being a direct result of violent or forcible entry or exit of the vehicle; 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 **Theft** is a direct result of violent and forcible entry to or exit from the secure car park by the thieves.

## Section B

### 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** of, or any **Accidental Damage** to **Your Bicycle**, inform **Us** immediately.
- **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 **Us**.
- **You** will follow any instructions relating to **Your** claim made by **Us**.
- Within 28 days of **Your** notification of claim **You** must provide **Us**, 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 adjustor 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**.
- 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 and 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 which arises out of **Your** use of the **Bicycle** then **You** must contact **Us** 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.

Templeton Insurance Limited

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

Templeton Insurance Limited is authorised and regulated by the Isle of Man Insurance and Pensions Authority as an Authorised Insurer (General Business). It is not covered by the UK Financial Services Compensation Scheme (FSCS).