

Triathlonguard

Your Document

– Policy Wording

POLICY WORDING

Triathlonguard

Certificate Of Insurance

Arranged by Thistle Insurance Services Limited with UK General Insurance Ltd on behalf of Ageas Insurance Ltd.

Introduction

Triathlonguard is underwritten by UK General Insurance Ltd on behalf of Ageas Insurance Ltd. This Certificate of Insurance gives **You** a full explanation of **Your** cover. Please read this carefully to avoid any misunderstanding and check all the details are correct and that **You** have the protection **You** need and know what to do should **You** need to claim.

Please notify **Us** of any material change in **Your** circumstances. Failure to do so may invalidate **Your** cover. **We** have tried to make this document easy to understand, but if **You** have any questions please call **Us** on **0345 450 6985**, or write to **Us** at the address shown in Section 10.

Law applicable to the contract

Under **United Kingdom** law the parties to this insurance contract have the right to choose the law which should apply. In the absence of any agreement to the contrary English law will apply.

How to read **Your** Triathlonguard Certificate of Insurance

You need to be aware that all insurance certificates are subject to certain Exclusions and Conditions. It is therefore essential that **You** are aware of what is covered and what is not and any Security Requirements and Conditions **You** need to comply with. For simplicity, **We** use keywords or phrases which are shown in Definitions and these are listed in alphabetical order. They have the same meaning whenever they appear and will always be shown in **bold italics** with an initial capital letter so as to remind **You** of their importance.

To help **You** understand the cover provided **We** have laid out Section 2 under the following headings:-

What is Covered – This text gives information about the cover provided

What is Not Covered - This text draws **Your** attention to what is not covered

In addition **You** should also read the Security Requirements, General Exclusions and Conditions which appear in Sections 3, 4 & 5.

Your Certificate of Insurance should be read in conjunction with **Your Insurance Schedule**, as together they form the basis of **Your** insurance contract.

Signed on Behalf of UK General Insurance Ltd



Karen Beales
Technical Director
UK General Insurance Ltd.

Section 1 - Definitions

- 1.1 Accessories** - means equipment added and fixed to the **Bicycle** in addition to the manufacturer's original specifications, including trailers and passenger carrying trailers, as specified on **Your Insurance Schedule** and not otherwise specifically excluded, and the **Value** included in the **Sum Insured**.
- 1.2 Accident** - means a sudden and unexpected event which happens by chance during the **Period of Insurance**.
- 1.3 Accidental Damage** - means the sudden and unforeseen **Accidental Damage** to the **Bicycle** specified on **Your Insurance Schedule** or any third party property not otherwise specifically excluded from this certificate of insurance.
- 1.4 Active** - means using the **Bicycle** for organised competitive triathlon events, racing or competition.
- 1.5 Additional Components** – means any **Bicycle** specific component or part that can be used to replace another component or part to return the **Bicycle** to the manufacturer specification.
- 1.6 Approved Lock** - means any specifically designed **Bicycle**, motor scooter or motorcycle lock including Sold Secure rated Locks.
Sold Secure lock means any **Bicycle**, motor scooter or motorcycle lock that has been tested and approved to the Sold Secure testing standards.
- (a) **Bicycles** valued up to and including £1200 must be secured with a specifically designed **Bicycle**, motor scooter or motorcycle lock.
Bicycles valued up to and including £2000 must be secured with a Sold Secure bronze rated lock or above.
Bicycles valued up to and including £5000 must be secured with a Sold Secure silver rated lock or above.
Bicycles valued up to and including £12,500 must be secured with a Sold Secure gold rated lock; or
- (b) any other specified lock accepted by **Us** and specified in an **Endorsement**.
- 1.7 Bicycle** - means any cycle, including tricycle and tandem trailer cycle or push scooter, powered by human pedaling. Including any fixed **Accessories** which are specified on **Your Insurance Schedule**.
- 1.8 Bodily Injury** - means death or identifiable physical injury.
- 1.9 Commencement Date** - means the date **Your** cover shall start as shown on **Your Insurance Schedule** as the "**Commencement Date**".
- 1.10 Depreciation** - means for a **Bicycle** over three years old, the following deductions will be made from the **Sum Insured** for wear, tear and depreciation.
Over 3 years and up to 5 years = 20%
Over 5 years and up to 7 years = 30%
Over 7 years and up to 10 years = 40%
Over 10 years = 50%
The age of a **Bicycle** will be determined by the age of the frame based on its date of manufacture.
- 1.11 Domiciled** – means **You** have been a United Kingdom resident for a minimum of 12 months at the time of inception of **Your** policy **You** have a permanent residential address in the United Kingdom and **You** have not been travelling abroad continuously for more than 12 months.
- 1.12 Endorsement** - means any terms and conditions additional to this certificate of insurance and specified on **Your Insurance Schedule**.
- 1.13 Evidence of Ownership** - means original purchase receipt, showing the date, price paid, details of the **Bicycle** and **Approved Lock** name and address of seller, or other evidence which clearly demonstrates ownership.
- 1.14 Excess** - means
- a) any amount shown on **Your Insurance Schedule** by **Endorsement**; and/or
- b) the first £25 of each and every claim arising from **Theft** or **Accidental Damage**
- c) in respect of any claim for **Theft** or **Accidental Damage** at the **Insured Locations** 1.18e communal hallways and 1.18f communal outbuildings and 1.18g privately accessed wooden sheds and 1.18h privately accessed gardens £100 or 20% of the **Value** whichever is the higher; and/or
- d) the first £500 of each and every claim arising from damage to third party property where an additional **Premium** has been paid for **Public Liability** cover under Section 2.6 Such amounts shall be payable by **You**.
- 1.15 Forcible and/or Violent Entry** - means
- 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**.
- 1.16 Immovable Object** - means
- (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 **Bicycle**.
- (b) a properly fixed motor vehicle roof rack or properly fixed vehicle **Bicycle** rack.
- 1.17 Insurance Schedule** - means the document issued to **You** which details **Your** name, address, cover selected and **Property Insured** which should be read in conjunction with this policy.
- 1.18 Insured Location** - means locations as stated on **Your Insurance Schedule** where the **Bicycle** is usually kept unless specified in an **Endorsement** (Refer to section 3.1 of this policy wording for security requirements applicable whilst the **Bicycle** is stored at the **Insured Location**).
- a) a brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof.
- b) a privately accessed brick, concrete or stone built outbuilding or garage with a slate, tiled, corrugated steel, asbestos or multi layered roof, attached to or within the boundaries of a private house.
- c) a self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof.
- d) a self-contained lockable private room in the halls of residence in which **You** reside.
- e) a communal hallway of a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof within the building in which **You** reside.
- f) a brick concrete or stone communal outbuilding of standard construction with a slate, tiled, corrugated steel, asbestos or multi layered roof within the boundaries of the building in which **You** reside.

- g) a privately accessed wooden shed within the boundaries of the property in which **You** normally reside cover shall be extended to any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 30 days at any one time during the **Period Of Insurance**. Any other address that **You** reside at for in excess of 30 days in any one year may be covered provided **You** advise **Us** and **We** accept by an **Endorsement**.
- h) a privately accessed and fully enclosed garden within the boundaries of the property in which **You** normally reside and not subject to any shared access or public access that separates the garden from the property and ensures the **Bicycle** is out of sight from any public area, path, accessway or right of way.
- 1.19 Loss Of Limb** - means the physical separation of a hand at or above the wrist, or of a foot at or above the ankle and shall include the total and irrecoverable loss of use of one or both hands, or feet respectively.
- 1.20 Loss Of Sight** - means the total and irrecoverable **Loss Of Sight** in an eye.
- 1.21 Other Riders** – means any member of **Your** family, club, group or association aged over 16 years. Cover for **Other Riders** is only extended under Sections 2.2, 2.3 and 2.4 where an additional **Premium** has been paid and the cover is shown on **Your Insurance Schedule Personal Accident** and **Public Liability** cover under Sections 2.5 and 2.6 are only extended for **Other Riders** where:
- the cover under Sections 2.2, 2.3 and 2.4 has been extended to include **Other Riders**; and
 - an additional **Premium** has been paid for **You** and any specified **Other Riders** and the cover is shown on **Your Insurance Schedule**
- 1.22 Period Of Insurance** - means the period specified on **Your Insurance Schedule** .
- 1.23 Permanent Total Disablement** - means a disability lasting at least 12 calendar months which entirely prevents **You** from attending to any business or occupation of any kind and at the end of that period being beyond the hope of improvement.
- 1.24 Pre-existing** - Any diagnosed psychological or psychiatric disorder (including anxiety, depression or eating disorder) which you have suffered from or received treatment for in the last 12 months and any disease, illness, injury for which you are taking prescribed medication or where you consulted a hospital specialist or needed inpatient treatment within the last 12 months. Also, if you are aware of any medical condition or set of circumstances which could reasonably be expected to give rise to a claim
- 1.25 Premium** - means the amount referred to as such on **Your Insurance Schedule**.
- 1.26 Self inflicted** – Wilful injury or illness, suicide, effects of solvent abuse, alcohol or drugs (other than prescribed by a qualified doctor or medical practitioner) and/or any self exposure to unnecessary risk (unless in an attempt to save human life)
- 1.27 Sum Insured** - means the amount set out on **Your Insurance Schedule**.
- 1.28 Territorial Limits** - means as a **United Kingdom** resident **Domiciled** in the **United Kingdom**, cover is applicable anywhere in the UK. Subject to the payment of the required additional **Premium**, cover is extended to
- Up to 45 days per trip anywhere in the European Union subject to a maximum of 90 days during any one **Period Of Insurance** and the cover is shown on **Your Insurance Schedule**; and subject to the payment of the required additional **Premium**, cover is extended to
 - Up to 45 days per trip Worldwide subject to a maximum of 90 days during any one **Period Of Insurance** and the cover is shown on **Your Insurance Schedule**.
- 1.29 Terrorism** - means an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- 1.30 Theft** - means the unauthorised dishonest appropriation or attempted appropriation of the **Bicycle** specified on **Your Insurance Schedule**, by another person with the intention of permanently depriving **You** of it.
- 1.31 Triathlonguard Accessories**– means cycling and triathlon specific: helmets, hats or caps, shoes, overshoes, jerseys or vests, base layers, gilets, gloves, glasses & goggles, jackets, shorts, bib shorts, bibs, biblongs, tights, trousers, socks, wetsuits used exclusively for Triathlons, swimwear, warmers, compression clothing, backpacks, water bottles and cages, hydration packs, cameras specifically designed for cycling and mounted to a helmet, frame or handlebars; cycling computer; cycling GPS unit, lights, cycle luggage, panniers, saddle bag, cycling tools, cycling armour & guards.
- 1.32 Unattended** - means whilst the **Bicycle** is not being used or held by **You** or an adult who is entrusted with its safe keeping other than during an organised competitive triathlon event.
- 1.33 United Kingdom** - means England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
- 1.34 Unoccupied Insured Location** - means an **Insured Location** as defined in 1.18a and 1.18c which is a furnished dwelling, but has not been lived in for more than 30 consecutive days.
- 1.35 Value** - means the usual new undiscounted replacement cost of the **Bicycle** and any fixed **Accessories** (including VAT) from a reputable dealer as at the **Commencement Date** of the **Period Of Insurance**.
- 1.36 We/Us/Our** - means UK General Insurance Ltd on behalf of Ageas Insurance Limited.
- 1.37 You/Your** - means the insured person or persons named on **Your Insurance Schedule** who is a resident of , and **Domiciled** in, the **United Kingdom**.

Section 2 - What is covered and specific exclusions

The Security Requirements, General Exclusions and Conditions, which apply to **Your** Triathlonguard Certificate of Insurance, are shown in Sections 3, 4 & 5.

2.1 Theft of Your Bicycle from the Insured Location

What is Covered

We will at **Our** option, replace, or pay the cost of replacing the **Bicycle** or **Additional Components**, with a similar article of like kind, functionality, and quality. We may use specialist suppliers for replacement chosen by **Us**.

What is Not Covered

1. The **Excess** as shown on **Your Insurance Schedule**
2. Any **Excess**.
3. **Theft** from the **Insured Location** unless involving **Forcible and/or Violent Entry** and **You** have complied with Security Requirement 3.1.
4. **Theft** when the **Bicycle** is locked to an **Immovable Object** by

an **Approved Lock** unless the key and a receipt for the purchase of the **Approved Lock** demonstrating the make and model, or the remains of the **Approved Lock** are provided in support of any claim.

5. **Theft** when from an **Unoccupied Insured Location**.
6. **Theft** from any building at the **Insured Location** which is not included in definition 1.18 unless specified in an **Endorsement**.
7. Any **Depreciation** of a **Bicycle** or **Additional Components** more than three years old from the date of manufacture.
8. Unexplained **Theft**.
9. **Theft** when **Your Bicycle** is secured by a lock which is only approved for use with a **Bicycle** with a lower **Value** than **Your Bicycle**.

2.2 Theft of Your Bicycle when away from the Insured Location

What is Covered

Within the **Territorial Limits**.

We will at **Our** option, replace, or pay the cost of replacing the **Bicycle**, with a similar article of like kind, functionality, and quality. We may use specialist suppliers for replacement chosen by **Us**.

What is Not Covered

1. The **Excess** as shown on **Your Insurance Schedule**
2. Any **Excess**.
3. **Theft** unless **You** have complied with Security Requirement 3.2.
4. **Theft** when the **Bicycle** is locked to an **Immovable Object** by an **Approved Lock** unless the key and a receipt for the purchase of the **Approved Lock** demonstrating the make and model, or the remains of the **Approved Lock** are provided in support of any claim.
5. **Theft** when the **Bicycle** is left in a location other than the **Insured Location** for more than 18 hours or in situ awaiting

use during an organised competitive triathlon event for more than 24 hours at any one time.

6. **Theft** by a person or persons to whom the **Bicycle** is entrusted.
7. **Theft** when loaned or hired out by **You** to any other person, except **Other Riders** if **You** have paid the required additional **Premium** and the cover is shown on **Your Insurance Schedule**.
8. **Theft** whilst using the **Bicycle** for organised competitive triathlon events, racing or competition other than a road based time trial unless the required additional **Active Premium** has been paid and the cover is shown on **Your Insurance Schedule**.
9. **Theft** when using the **Bicycle** for hire, reward, courier services or the carriage of paying passengers.
10. Any **Depreciation** on a **Bicycle** more than three years old from the date of manufacture.
11. Unexplained **Theft**.
12. **Theft** when **Your Bicycle** is secured by a lock which is only approved for use with a **Bicycle** with a lower **Value** than **Your Bicycle**.

2.3 Theft of Your Bicycle when from a vehicle

What is Covered

Within the **Territorial Limits**.

We will at **Our** option, replace, or pay the cost of replacing the **Bicycle**, with a similar article of like kind, functionality, and quality. We may use specialist suppliers for replacement chosen by **Us**.

What is Not Covered

1. The **Excess** as shown on **Your Insurance Schedule**
2. Any **Excess**.
3. **Theft** when **You** have not complied with Security Requirement 3.3.

4. When access to the vehicle has not been made by **Forcible and/or Violent Entry**.
5. Any **Depreciation** on a **Bicycle** more than three years old from the date of manufacture.
6. When loaned or hired out by **You** to any other person, except **Other Riders** if **You** have paid the required additional **Premium** and the cover is shown on **Your Insurance Schedule**.
7. Unexplained **Theft**.
8. **Theft** when **Your Bicycle** is secured by a lock which is only approved for use with a **Bicycle** with a lower **Value** than **Your Bicycle**.

2.4 Accidental Damage to Your Bicycle

What is Covered

Within the **Territorial Limits**.

We will at **Our** option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the **Bicycle** with a similar article of like kind, functionality and quality. Where the **Bicycle** is economical to repair but the parts required are obsolete **We** will pay a cash settlement equivalent to the cost of the repair of the **Bicycle**. **We** may use specialist suppliers for repair or replacement chosen by **Us**.

What is Not Covered

1. The **Excess** as shown on **Your Insurance Schedule**
2. Any **Excess**.
3. When **Accidental Damage** is sustained in transit when handed to a recognised transport provider, unless the **Bicycle** is securely packaged and a receipt obtained.
4. When loaned or hired out by **You** to any other person, except **Other Riders** if **You** have paid the required additional **Premium** and the cover is shown on **Your Insurance Schedule**.
5. Any **Accidental Damage** when the **Bicycle** is left in a location other than the **Insured Location** for more than 18 hours or in situ awaiting use during an organised competitive triathlon event for more than 24 hours at any one time.
6. Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin.
7. Marring, scratching, denting or any cosmetic change which does not impair the function and performance of the **Bicycle**.
8. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
9. Mechanical breakdown.
10. Failure to use or maintain the **Bicycle** in accordance with the manufacturer's instructions.
11. Faulty or defective design, materials or workmanship or latent defect and defects in operation.
12. When using the **Bicycle** for hire, reward, courier services or the carriage of paying passengers.
13. Any **Depreciation** on a **Bicycle** more than three years old from the date of manufacture.
14. Whilst using the **Bicycle** for organised competitive triathlon events, racing or competition other than a road based time trial unless the required additional **Active Premium** has been paid and the cover is shown on **Your Insurance Schedule**.

2.5 Personal Accident

This section only applies if the required additional Personal Accident **Premium** has been paid and the cover is shown on **Your Insurance Schedule**

What is Covered

Within the **Territorial Limits**.

We will pay the amount shown below if at any time whilst **You** or any specified **Other Riders** named on **Your Insurance Schedule** are using a **Bicycle**, and are involved in an **Accident**, which shall solely and independently of any other cause, cause such **Bodily Injury** which results in either death, **Loss Of Limb**, **Loss Of Sight** or **Permanent Total Disablement**.

The amounts **We** will pay under this section are:

- **Loss Of Limb** £5,000.
- **Loss Of Sight** £5,000.
- **Permanent Total Disablement** £10,000.
- Death £10,000.

Benefit under this section shall be payable to **You** or **Your** nominees, and shall be limited to a maximum of £10,000 per person.

What is Not Covered

1. Personal Accident benefits unless **You** or any specified **Other Riders** named on **Your Insurance Schedule** have paid the required additional **Premium**.
2. When **You** are under 16.
3. **Permanent Total Disablement** benefit when over 65.
4. Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or **Your** own criminal act;
5. When directly or indirectly resulting from stress, trauma or psychiatric illness.
6. Any benefit when **Your** death, injury or **Loss** does not occur within 180 days of the **Accident**.
7. Any benefit when **You** cannot prove to **Us** that the **Permanent Total Disablement** has continued for 12 months from the date of the **Accident** and in all probability will continue for the remainder of **Your** life.
8. More than one benefit under this section.
9. Any **Accident** involving the use of a **Bicycle** by **You** or any specified **Other Riders** unless the required additional **Premium** has been paid and the cover is shown on **Your Insurance Schedule**.
10. Any **Accident** not involving the use of a **Bicycle**.
11. Whilst using the **Bicycle** for organised competitive triathlon events, racing or competition other than a road based time trial unless the required additional **Active Premium** has been paid and the cover is shown on **Your Insurance Schedule**.
12. When using the **Bicycle** for hire, reward, courier services, or the carriage of paying passengers.
13. Any **Accident** involving the use of a **Bicycle** outside the **Territorial Limits**.

2.6 Public Liability

This section only applies if the required additional Public Liability **Premium** has been paid and the cover is shown on **Your Insurance Schedule**

What is Covered

Within the **Territorial Limits**.

We will in respect of the amount shown on **Your Insurance Schedule** which **You** and any specified **Other Riders** named on **Your Insurance Schedule** become legally liable for, pay for Accidental **Bodily Injury**, death, disease or **Accidental Damage** to any person or **Accidental Damage** to third party property which arises from **Your** use of or ownership of a **Bicycle** providing **You** are a resident of the **United Kingdom**. The total amount payable includes reasonable defence costs and expenses incurred by **You** with **Our** written consent in connection with any liability insured under this certificate of insurance.

What is Not Covered

1. Public Liability benefits unless **You** or any specified **Other Riders** named on **Your Insurance Schedule** have paid the required additional **Premium**.
2. When **You** are under 16.
3. An **Excess** of £500 for each and every claim arising from damage to third party property.
4. Liability arising from loss or damage to property which belongs to **You** or is in **Your** care custody or control.
5. Where **You** are entitled to indemnity from another source.
6. When punitive, exemplary or aggravated damages are awarded against **You**.

7. Indemnity under this section in respect of injury, **Loss**, damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from or in connection with any act of **Terrorism**.
8. Any liability for **Bodily Injury**, **Loss** or damage
 - a) To **Your** employees or members of **Your** family or household or **Other Riders** or any members of the same club, group or association to which **You** belong or to any participant or competitors in the same event or to their property.
 - b) Arising out of the ownership, possession, use or occupation of land or buildings.
 - 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.
9. Any liability arising out of the use of a **Bicycle** by **You** or any specified **Other Riders** unless the required additional **Premium** has been paid and the cover is shown on **Your Insurance Schedule**.
10. Whilst using the **Bicycle** for organised competitive triathlon events, racing or competition other than a road based time trial unless the required additional **Active Premium** has been paid and the cover is shown on **Your Insurance Schedule**.
11. When using the **Bicycle** for hire, reward, courier services, or the carriage of paying passengers.
12. Any liability not involving the use of a **Bicycle**.
13. Any liability arising out of the use of a **Bicycle** outside the **Territorial Limits**.

2.7 Replacement Bicycle Hire

What is Covered

Within the **United Kingdom**.

We will pay for the reasonable cost of the hire of an alternative **Bicycle** from a recognised reputable **Bicycle** dealer whilst awaiting repair or replacement of **Your Bicycle** when the subject of an approved claim.

What is Not Covered

1. When the costs of hire have not been agreed with **Us**.
2. Where **Our** prior authority has not been obtained.
3. Where the costs of hire are greater than a normal charge through a recognised supplier.
4. Where the costs exceed more than £500 during any one **Period Of Insurance**.
5. Where the costs are in excess of the **Bicycle Value** or repair costs.
6. Where evidence of expenditure cannot be provided.
7. Where costs are incurred by anyone other than **You**.

2.8 Triathlonguard Accessories Pack

This section only applies if the required additional premium has been paid and the cover is shown on **Your Schedule**

What is Covered

Within the **Territorial Limits**

We will include cover for **Theft** and **Accidental Damage** for **Triathlonguard Accessories** shown in the Definitions below up to the limit shown on the **Schedule**.

We will include cover for **Loss** of triathlon clothing & footwear **Triathlonguard Accessories** as detailed in the Definitions below if the **Loss** occurs whilst in the transition area of an organised

competitive triathlon event that **You** are participating in up to the limit shown on the **Schedule**

Theft of **Triathlonguard Accessories** whilst away from the **Insured Location**, applies only when in the policyholder's possession or when the **Triathlonguard Accessories**, attached to the insured **Bicycle** using a security fixing or mounting, are removed from the insured **Bicycle** using **Forcible** and/or **Violent** means.

Triathlonguard Accessories— means cycling and triathlon specific: helmets, hats or caps, shoes, overshoes, jerseys or vests, base layers, gilets, gloves, glasses & goggles, jackets, shorts, bib shorts,

bibs, biblongs, tights, trousers, socks, wetsuits used exclusively for Triathlons, swimwear, warmers, compression clothing, backpacks, water bottles and cages, hydration packs, cameras specifically designed for cycling and mounted to a helmet, frame or handlebars; cycling computer; cycling GPS unit, lights, cycle luggage, panniers, saddle bag, cycling tools, cycling armour & guards.

What is Not Covered

1. The **Excess** as shown on **Your Insurance Schedule**
2. Cover when the **Triathlonguard Accessories** are left **Unattended**, unless secured out of sight in a locked storage location including a locked room, locked cupboard, locked drawer or locked luggage compartment
3. Any item not specifically listed in the **Triathlonguard Accessories** definition above and/or totalling more than the **Triathlonguard Accessories** limit shown on your **Schedule** in any one **Period Of Insurance**.
4. **Theft** from the **Insured Location** unless involving **Forcible and/or Violent Entry** and **You** have complied with Security Requirement 3.1
5. **Theft** when from an **Unoccupied Insured Location**
6. **Theft** by a person or persons to whom the **Triathlonguard Accessories** are entrusted
7. **Theft** by the seller or delivery agent, or any other failure to deliver items purchased or sold online, or by telephone, or from a catalogue, or from eBay or any other form of distance selling or purchase
8. Whilst using the **Bicycle** for racing or competition other than a road based time trial unless the required additional premium has been paid for the **Racing extension** and the

cover is shown on **Your Schedule**

9. When **You** are unable to provide any damaged item in support of a claim when requested to do so
10. Marring, scratching, denting, wear and tear or, any cosmetic change which does not impair the function and performance of the **Triathlonguard Accessories** or gradually operating causes
11. The effects of corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, atmospheric or climatic conditions, frost, insect and vermin, dust, chemical action or reaction
12. Faulty or defective design, materials or workmanship or latent defect and defects in operation
13. Failure to use or maintain the **Triathlonguard Accessories** in accordance with the manufacturer's instructions
14. **Loss** of any electronic items, lights, panniers, cycling armour or guards, water bottles and cages
15. **Loss** of any **Triathlonguard Accessories** that did not occur within the transition area of an organised competitive triathlon event that **You** are participating in
16. Any **Loss** claim where **You** are unable to provide proof of **Your** Triathlon event entry booking

2.9 Race Entry Fees Cover

This section only applies if the required additional Active **Premium** has been paid and the cover is shown on **Your Insurance Schedule**

What is covered

Within the **Territorial Limits**

We will reimburse **You** the race entrance fee for an organised cycle race or cycling event endorsed by a recognised national sporting association or cycling event organiser as a result of **You** being unable to attend because of Illness or Injury; cancellation of leave for national forces or police or the fire, rescue, public utility or medical services requiring **You** to work on active duty or travel to or from active duty on the day of the race event; adverse weather conditions resulting in the cancellation of the event; major damage or burglary at **Your** usual residence or place of work with a requirement for **You** to attend; a theft or accidental damage claim for **Your** bike is being processed by Thistle Insurance Services and is subsequently approved but leaves **You** unable to compete.

What is Not Covered

1. More than three claims or an aggregate value of £750 in any one Period of Insurance.
2. Any claim where **You** are unable to provide proof(s) of entry fees paid.

3. Any claim where the event organisers are unable to confirm cancellation of the event or **Your** failure to attend.
4. Any claim where a part refund or race event credit note has been given for a future event.
5. Any associated costs other than entry fees.
6. Any claim received more than 45 days from the occurrence of the insured event.
7. **Pre-existing or Self Inflicted** illness or injury, pregnancy, prenatal care, childbirth, miscarriage or infertility treatment and any medical treatments or operations which are not medically necessary including cosmetic or beauty treatments, routine dental or medical treatments.
8. Any treatment, medication, illness or injury not identified by a qualified doctor or medical practitioner and confirmed with a medical certificate clearly detailing the illness or injury and identifying **You** as the person to whom the illness or injury relates to.
9. Any leave that was planned, pre-booked, foreseeable or known about prior to the start date of the policy and any claim for cancellation of leave not confirmed, in writing, by **Your** place of work.
10. Cover for events outside of the United Kingdom unless the appropriate additional premium has been paid to extend cover to the European Union or Worldwide and the cover is shown on **Your Insurance Schedule**.

Section 3 - Security Requirements

3.1 Security Requirements at the Insured Location

Accidental Damage or **Theft** of the **property insured** whilst at the **Insured Location** shall only be covered in circumstances where the **Bicycle** is:

- (a) at an **Insured Location** as described in 1.18 (a) house, 1.18 (c) flat and 1.18 (d) room in a communal residence, the **Bicycle** is kept inside and any security devices are in operation.
- (b) at an **Insured Location** as described in 1.18 (b) private garage, and 1.18 (g) privately accessed wooden shed and **You** have complied with the following Security Requirements:
 - i) all external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock; or
 - ii) the **Bicycle** 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 1.18 (e) communal hallway, 1.18 (f) communal outbuilding and 1.18 (h) privately accessed gardens the **Bicycle** must be secured through the frame by an **Approved Lock** to an **Immovable**

Object within the building.

Accidental Damage or **Theft** of the property insured whilst at the **Insured Location** shall only be covered in circumstances where the **Additional components** are:

- (d) at an **Insured Location** as described in 1.18 (a) house, 1.18 (c) flat and 1.18 (d) room in a communal residence, the **Additional components** are kept inside and any security devices are in operation.
- (e) at an **Insured Location** as described in 1.18 (b) Private garage, and 1.18 (g) privately accessed wooden shed and **You** have complied with the following Security Requirement:
 - i) external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock.

Cover is not provided for **Additional Components** in an **Insured Location** as described in 1.18 (e) communal hallway and 1.18 (f) communal outbuilding.

3.2 Security Requirements where the Bicycle is away from the Insured Location

Accidental Damage or **Theft** of the **Bicycle** whilst away from the **Insured Location** shall only be covered in circumstances where:

- (a) the **Bicycle** is not left **Unattended**; or
- (b) the **Bicycle** is left **Unattended**, but secured to an **Immovable Object** by an **Approved Lock** through the frame and any

access to the **Bicycle** is effected by **Forcible and/or Violent Entry**.

- (c) the **Bicycle** is not left in situ awaiting use during an organised competitive triathlon event for more than 24 hours

3.3 Security Requirements for vehicles where the Bicycle is in or on a vehicle

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

- (a) All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened.
- (b) Access to the **Bicycle** must have been effected by **Forcible and/or Violent Entry**.
- (c) Any security devices installed in the vehicle are in operation and
- (d) The **Bicycle** 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 **Bicycle** 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 or Category 3 steering lock, and if any such Category 1 and 2 device is not factory fitted, it must have been installed by a member of the Vehicle Security Installation Board and evidence of such must be provided in the event of a claim.

- (f) When **You** are outside the **United Kingdom** where it is impossible to comply with the Thatcham security requirements, **Theft** shall only be covered if the vehicle is fitted with a factory fitted alarm or immobiliser and evidence of its existence must be provided in the event of a claim.
- (g) Any vehicle used must have:
 - valid motor insurance;
 - a valid MOT certificate where applicable;
 - current road tax where applicable; and
 - all windows and locks that are capable of rendering the vehicle secure.

Section 4 - General exclusions applicable to the Certificate of Insurance

- 4.1** This Certificate of Insurance does not cover any **Accidental Damage** or **Theft** or any expense whatsoever or any legal liability of whatsoever nature, directly or indirectly caused contributed to by or happening through or in consequence of:
- a) any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf;
 - b) delay, confiscation, nationalisation or detention by Customs or other government or public authority;
 - c) **Depreciation** of any kind;
 - d) intentional causes at the direction of, or with **Your** knowledge;
 - e) war or invasion; or
 - **Terrorism**; or
 - acts of foreign enemies; or
 - hostilities (whether or not war has been declared); or
 - civil war; or
 - rebellion, revolution, insurrection; or
 - military or usurped power.
 - ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - pressure waves from aircraft or other aerial devices traveling at supersonic speeds.
 - willful, self inflicted injury or illness; or
 - suicide or an attempt to commit suicide; or
 - willful exposure to danger, except in an attempt to save a human life;
 - solvent abuse; or
 - being under the influence of alcohol or drugs, except those prescribed by a registered doctor and not those drugs prescribed for drug addiction; or
 - **You** engaging in any illegal or criminal act.
- 4.2** Any **Bicycle** or **Additional Components** not specified on **Your Insurance Schedule** as **Property Insured**.
- 4.3** Any liability in excess of the **Sum Insured**, or **Value**, whichever is the lesser.
- 4.4** Any claim where **Evidence of Ownership** of the **Property Insured** has not been provided.
- 4.5** Any additional claims costs resulting from supply of a **Bicycle** or **Additional Components** from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside the **United Kingdom**.
- 4.6** Any **Bicycle, Bicycles** (up to a maximum of three) or **Additional Components** with an individual or aggregate **Value** over £12,500 unless **We** have agreed cover, specified any applicable **Endorsements** and the cover is shown on **Your Insurance Schedule**.
- 4.7** Any claim arising out of cycling as **Your** occupation or profession.
- 4.8** Any claim where **You** have declared the use of an **Approved Lock** but have been unable to demonstrate that an **Approved Lock** was used.

Section 5 - Conditions

5.1 Amendments

Mid-term amendments to **Your** policy, excluding changes to personal details are subject to payment of any additional cost of cover and, when made by telephone or by post, an administration charge. Amendments made via our online amendment process are not subject to an administration charge.

No refunds are payable for reductions in cover resulting from mid-term amendments made to **Your** policy by **You**.

5.2 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 **Bicycle** upon confirmation from **You** of the new property to be insured without change to the **Insurance Schedule** renewal date. If the **Value** of **Your** replacement **Bicycle** 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 under the terms and conditions of this policy or apply special terms.

5.3 Cancellation

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Thistle Insurance Services Limited within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your Premium** in full. In addition you may cancel between 15 and 28 days and **You** will receive a refund of **Your Premium** less an administration fee of 20% of the **Premium**, subject to a minimum of £5 and a maximum of £25, and a time on risk charge apportioned as a percentage of the **Premium**. Thereafter **You** may cancel the insurance cover at any time by informing Thistle Insurance Services Limited however no refund of **Premium** will be payable.

We shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the **Premium** has been paid in full **You** shall be entitled to a proportionate rebate of **Premium** in respect of the unexpired period showing on the insurance.

5.4 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 but does not affect any right or remedy of a third party which exists or is available apart from that Act.

5.5 Data sharing

Under the terms of the Memorandum of Understanding in respect of information sharing between the Police Service and the Insurance industry, **We** will ask for **Your** consent that personal data can be shared with the relevant Police Constabulary to assist in the validation of **Your** claim. Failure to give **Your** consent may prejudice **Your** claim.

5.6 Entitlement to policy benefits

The benefits detailed in this policy in respect of the insured **Bicycle** are only payable to the named policyholder and any claim may only be presented by the named policyholder.

5.7 False/fraudulent claims

If **You** or anyone acting on **Your** behalf makes a claim under this Certificate of Insurance and know the claim is false or fraudulent in any way, the cover is void and the claim will not be paid, and all monies received by **You** or **Your** representatives, must be immediately repaid.

5.8 Important changes

The cover under this Certificate of Insurance is based on information **You** have given **Us** and confirmed on **Your Insurance Schedule**. **You** must tell **Us** as soon as possible if any of this information changes, as **Your** cover will be affected and may be invalidated in the event of a claim.

5.9 Consumer insurance

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in your application and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise us of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

5.10 Other insurance

If at the time of any claim covered under this Certificate of Insurance, **You** have any other insurance or guarantee which covers the same **Theft, Accidental Damage**, loss, damage or personal accident, **We** will only pay a rateable share of the claim. In respect of Public Liability cover under Section 2.6 no cover is available under this Certificate of Insurance if **You** or any specified **Other Riders** named on **Your Insurance Schedule** have indemnity from any other source.

5.11 Reasonable care

You must take all reasonable care to prevent any **Accidental Damage, Theft** or loss and keep **Your Bicycle** 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.

5.12 Subrogation

In the event that a third party is deemed liable for part or all of any claim, **We** may exercise **Our** right of subrogation. **You** shall, at **Our** request and **Our** expense, agree to and permit **Us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising **Our** right of subrogation.

5.13 Under insurance

A proportionate reduction in any claims settlement will be made should **You** under insure (i.e. the **Sum Insured** **You** have chosen is less than the **Value** of the **Bicycle**).

Section 6 - Claims

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

- 6.1** **You** shall give immediate notice, as soon as **You** become aware to:
- a) the police in respect of any **Theft** or malicious damage and
 - b) **Us** via
Claims Department
Thistle Insurance Services Limited
Southgate House
Southgate Street
Gloucester
GL1 1UB
0333 004 1999
- Failure to comply with either or both clause 6.1 (a) or (b) may result in a claim being rejected.**
- 6.2** Within 30 days of notifying **Us**, **You** shall supply, at **Your** own expense, full details of the claim in writing together with any supporting information, **Evidence of Ownership** and proofs which **We** may reasonably require. **Failure to comply with**

clause 6.2 may result in a claim being rejected.

- 6.3** No claim shall be paid until **You** have complied with clause 6.1 and 6.2.
- 6.4** **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 **Bicycle** and to deal with salvage in a reasonable manner, but **You** shall not abandon any **Bicycle** to **Us**.
- 6.5** **You** shall give such information and assistance as **We** may reasonably require, to substantiate any claim and where requested, provide proof of **Your** identity prior to settlement of any claim.
- 6.6** In respect of Public Liability claims, **You** must send **Us** any claim, writ or summons as soon as **You** receive it. Do not negotiate, pay or settle, admit or deny any claim without **Our** written permission. **You** must also notify **Us** in writing of any impending prosecution inquest or fatal accident enquiry.
- 6.7** UK General Insurance Ltd is an agent of Ageas Insurance Ltd and in the matters of a claim act on behalf of the insurer.

Section 7 - What to do if you have a complaint

If for any reason **You** are unhappy with **Us**, **We** would like to hear from **You**. Making a complaint will not prejudice **Your** right to take legal proceedings.

If **You** have a complaint about any aspect of this policy, **Our** service or a claim, please:

email: complaints@triathloninsurance.co.uk

call: 0345 450 6985

or write to:

The Executive Manager of Customer Complaints
Triathlonguard
Thistle Insurance Services Limited
Southgate House
Southgate Street
Gloucester
GL1 1UB.

If the complaint is still not resolved to **Your** satisfaction, **You** can approach The Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123.

Website: www.financial-ombudsman.org

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Section 8 - Compensation scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the

circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Section 9 - Data Protection Act

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Section 10 - Information about your insurance providers

Triathlonguard
is a registered trading style of Thistle Insurance Services Limited
whose registered office is at
Southgate House
Southgate Street
Gloucester
GL1 1UB
and is registered in England number 00338645. A wholly owned
subsidiary of Jardine Lloyd Thompson Group plc. Authorised and
regulated by the Financial Conduct Authority.

UK General Insurance Ltd
whose registered office is at:
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

The company is authorised and regulated by the Financial
Conduct Authority.

Ageas Insurance Ltd
whose registered office is at:
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA
and is registered in England number 00354568.

The company is authorised and regulated by the Financial
Conduct Authority. The company is authorised by the Prudential
Regulation Authority and regulated by the Financial Conduct
Authority and the Prudential Regulation Authority. This can be
checked on the Financial Services Register at [www.fca.org.uk/
firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111
6768.

Contact us

You can contact Triathlonguard by phone:
For Sales and Administration call: **0345 450 6985**

For Claims please
call: **0333 004 1999**
Fax: **0345 450 6743**

Email: enquiries@triathloninsurance.co.uk
Web site: www.triathloninsurance.co.uk

Our address:
Southgate House
Southgate Street
Gloucester
GL1 1UB

This document can be made available in other formats on
request.

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