

Triathlonguard

Your Document

– Policy Wording

POLICY WORDING

Triathlonguard

Who We are

Triathlonguard is a registered trading style of Thistle Insurance Services Limited, underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited.

How to get further help

We have tried to make this document easy to understand, but if **You** have any questions please call Thistle Insurance Services on **0345 450 6985** or write to **Us** at the address shown in Section 10.

How to make a claim

If **You** have to make a claim please call Thistle Insurance Services on **0333 004 1999** as soon as possible to tell **Us** about it. **You** can also refer to Section 6 of the Policy Wording for further details.

How **Your** Insurance works and who it is suitable for

Triathlonguard is suitable for cyclists who commute, ride for leisure, and take part in cycling events or races in the UK and abroad.

You need to be aware that the Policy Wording is 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 the Definitions and these are listed in alphabetical order. They have the same meaning whenever they appear and will always be shown in **Bold Italics**.

Please notify **Us** of any change in **Your** circumstances. Failure to do so may invalidate **Your** cover.

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

Cancellation Rights

If **You** decide that, for any reason, this policy does not meet **Your** insurance needs then please tell **Us** 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. Thereafter, **You** may terminate this insurance at any time. If **You** cancel the policy prior to the renewal date, **You** will receive a pro rata return of premium provided that no claim has been made or is pending during the current **Period Of Insurance**.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** a premium refund may not be given. If **You** are paying **Your** premium by monthly instalments and a claim is made, pending or likely, **You** will be required to continue with these until the premium is paid in full.

For further details on **Your** cancellation rights, please refer to Section 5 of the Policy Wording.

Signed on Behalf of UK General Insurance Limited



Karen Beales
Technical Director
UK General Insurance Limited

Section 1 – Definitions

Words shown in ***Bold Italics*** type have the same meaning wherever they appear in this policy. The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.

- 1.1 ***Active*** – using the ***Bicycle*** for racing or competition.
- 1.2 ***Additional Components*** – any ***Bicycle*** specific component or part that can be used to replace another component or part to return the ***Bicycle*** to the manufacturer’s specification or upgrade the specification, and the ***Value*** included in the ***Sum Insured***.
- 1.3 ***Approved Lock*** – 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
 - b) ***Bicycles*** valued up to and including £2000 must be secured with a Sold Secure bronze, silver or gold rated lock or above
 - c) ***Bicycles*** valued up to and including £5000 must be secured with a Sold Secure silver or gold rated lock or above
 - d) ***Bicycles*** valued up to and including £12,500 must be secured with a Sold Secure gold rated lock;
 - e) or any other specified lock accepted by ***Us*** and specified in an ***Endorsement***
- 1.4 ***Bicycle(s)*** – any cycle, including tricycle and tandem, trailer cycle or push scooter, powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act.
- 1.5 ***Cycling Accessories*** – cycling 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, 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.
- 1.6 ***Depreciation*** – for a ***Bicycle*** over three years old, the following deductions will be made from the ***Sum Insured*** for wear, tear and Depreciation. The age of a ***Bicycle*** will be determined by the age of the frame based on its date of manufacture.
 - 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%
- 1.7 ***Domiciled*** – ***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.
- 1.8 ***Endorsement*** – any terms and conditions additional to ***Your*** Insurance and specified on ***Your*** Insurance Schedule.
- 1.9 ***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***, ***Fixed Accessories***, ***Additional Components***, ***Cycling Accessories*** and ***Approved Lock*** or any other evidence which demonstrates ***Your*** ownership to ***Our*** satisfaction.
- 1.10 ***Excess*** – the amount ***You*** must pay as the first part of each agreed claim as shown on ***Your*** Insurance Schedule.
- 1.11 ***Fixed Accessories*** – equipment added and fixed to the ***Bicycle*** in addition to the manufacturer’s original specifications, including trailers and passenger carrying trailers, that is not otherwise specifically excluded, and the ***Value*** included in the ***Sum Insured***.
- 1.12 ***Forcible and/or Violent Entry*** – entry evidenced by visible damage to the fabric of the building or vehicle at the point of entry. And/or damage caused to an ***Immovable Object*** or ***Approved Lock***.
- 1.13 ***Immovable Object*** – any solid object fixed in or on to brick, concrete or stone, which is not capable of being undone, removed with, or lifted under/over the ***Bicycle*** and a properly fixed motor vehicle roof rack or properly fixed vehicle ***Bicycle*** rack.
- 1.14 ***Insured Location*** – the location stated in ***Your*** Insurance Schedule where the ***Bicycle*** is usually kept unless specified in an ***Endorsement*** and defined as follows:
 - 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 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 internal hallway or communal outbuilding of standard brick, concrete or stone construction with a slate, tiled or multi layered roof within the building and its boundaries, in which ***You*** reside
 - f) 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
 - g) a privately accessed wooden or metal shed attached to or within the boundaries of a private house.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 in excess of 30 days in any one year may be covered provided ***You*** advise ***Us*** and ***We*** accept by an ***Endorsement***.
- 1.15 ***Loss Of Limb*** – 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.
- 1.16 ***Loss Of Sight*** – the total and irrecoverable Loss Of Sight in an eye.

- 1.17 **Other Rider(s)** – parents, spouse, partner, son, daughter or siblings (aged 16 years or over), only when living at the **Insured Location**, and any member of **Your** cycling club, group or association (aged 16 years or over) provided that none of the above mentioned have made a claim or suffered any cycling loss, whether insured or not, in the last 3 years unless accepted by **Endorsement**.
- 1.18 **Period Of Insurance** – the period specified on **Your** Insurance Schedule.
- 1.19 **Permanent Total Disablement** – 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.
- 1.20 **Pre-existing** – any diagnosed psychological or psychiatric 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.
- 1.21 **Sum Insured** – the amount set out on **Your** Insurance Schedule.
- 1.22 **Territorial Limits** – 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:
- EU cover option - Up to 45 days per trip commencing from the date of travel 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;
 - Worldwide cover option - Up to 45 days per trip commencing from the date of travel Worldwide subject to a maximum of 90 days during any one **Period Of Insurance** and the cover is shown on **Your** Insurance Schedule
- 1.23 **Terrorism** – Any loss, or damage, or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of Terrorism or any action taken in controlling, preventing or suppressing any acts of Terrorism or in any way relating to this.
- For the purpose of this exclusion “Terrorism” means the use of biological, chemical and/or nuclear force, contamination and/or threat thereof to any person, or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public in fear.
- 1.24 **Unattended** – means whilst the **Bicycle** is not being used or held by **You** or an adult who is entrusted with its safe keeping.
- 1.25 **United Kingdom** – England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
- 1.26 **Unoccupied Insured Location** – an **Insured Location** as defined in 1.14a, 1.14c and 1.14d which is a furnished dwelling, but has not been lived in for more than 30 consecutive days.
- 1.27 **Value** – the usual new undiscounted replacement cost of the **Bicycle**, **Fixed Accessories**, **Cycle Accessories** and **Additional Components** (including VAT) from a reputable dealer as at the Commencement Date of the **Period Of Insurance**.
- 1.28 **We/Us/Our** – UK General Insurance Ltd on behalf of Ageas Insurance Limited and Thistle Insurance Services Limited as the administrator.
- 1.29 **You/Your** – 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 what is not covered

The Security Requirements, General Exclusions and Conditions which apply to **Your** Insurance are shown in sections 3, 4 and 5.

2.1 Theft of *Your Bicycle, Fixed Accessories and/or Additional Components*

What is covered

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

Cover applies to **Your Bicycle** when at the **Insured Location**, away from the **Insured Location** and from a vehicle.

What is not covered

1. The **Excess** as shown on **Your** Insurance Schedule which will be as follows unless otherwise stated by **Endorsement**:
The first £25 of every claim arising from theft or accidental damage, with the exception of theft or accidental damage claims from the **Insured Location** defined under 1.14e communal hallways and outbuildings, 1.14f privately accessed gardens and 1.14g wooden or metal sheds, the following **Excess** will apply:
 - an **Excess** of £100 minimum or 20% of the **Value** whichever is the higher shall be payable by **You**
2. Theft from the **Insured Location** or a vehicle, unless involving **Forcible and/or Violent Entry**.
3. Theft where **You** have not complied with the Security Requirements in Section 3 and/or used the correct level of **Approved Lock** appropriate to the replacement **Value** of **Your Bicycle**.
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** or any building at the **Insured Location** which is not included in definition 1.14 unless specified in an **Endorsement**.
6. Theft by a person or persons to whom the **Bicycle** is entrusted or if loaned or hired out by **You** to any other person, other than specific **Other Rider(s)** providing **You** have paid the required additional premium and the cover is shown on **Your** Insurance Schedule.
7. Any **Depreciation** of a **Bicycle, Fixed Accessories or Additional Components** more than three years old from the date of manufacture unless otherwise stated in an **Endorsement**.
8. Theft when the **Bicycle** is left in a location, other than the **Insured Location**, for more than 18 hours at any one time or in a designated transition area awaiting use during an organised competitive triathlon or duathlon event for more than 24 hours at any one time when the required additional **Active** premium has been paid and the cover is shown on **Your** Insurance Schedule.
9. Theft that cannot be explained.
10. Theft whilst using the **Bicycle** for 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. Theft when using the **Bicycle** for hire, reward, courier services or the carriage of paying passengers.
12. Theft of **Additional Components** from an **Insured Location** as described in 1.14e communal hallway or outbuilding and 1.14f privately accessed gardens.

2.2 Accidental Damage to *Your Bicycle, Fixed Accessories and/or Additional Components*

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 which will be as follows unless otherwise stated by **Endorsement**:
The first £25 of every claim arising from theft or accidental damage, with the exception of theft or accidental damage claims from the **Insured Location** defined under 1.14e communal hallways and outbuildings, 1.14f privately accessed gardens and 1.14g wooden or metal sheds, the following **Excess** will apply:
 - an **Excess** of £100 minimum or 20% of the **Value** whichever is the higher shall be payable by **You**.
2. When Accidental Damage is sustained in transit unless the **Bicycle** is handed to a recognised transport provider, securely packaged and a receipt obtained.
3. When loaned or hired out by **You** to any other person, apart from specific **Other Rider(s)** providing **You** have paid the required additional premium and the cover is shown on **Your** Insurance Schedule.

4. Any Accidental Damage when the **Bicycle** is left in a location, other than the **Insured Location**, for more than 18 hours at any one time or in a designated transition area awaiting use during an organised competitive triathlon or duathlon event for more than 24 hours at any one time when the required additional **Active** premium has been paid and the cover is shown on **Your** Insurance Schedule.
5. Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin, marring, scratching, denting or any cosmetic change which does not impair the function and performance of the **Bicycle**, corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
6. Mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately.
7. Failure to use or maintain the **Bicycle** in accordance with the manufacturer's instructions.
8. Faulty or defective design, materials or workmanship or latent defect and defects in operation.
9. When using the **Bicycle** for hire, reward, courier services or the carriage of paying passengers.
10. Any **Depreciation** of a **Bicycle** more than three years old from the date of manufacture otherwise stated in an **Endorsement**.
11. Whilst using the **Bicycle** for 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. Accidental Damage to **Additional Components** in an **Insured Location** as described in 1.14e communal hallway or outbuilding and 1.14f privately accessed gardens.

2.3 Replacement **Bicycle** hire

What is covered

Within the **United Kingdom**, **We** will pay for the reasonable cost of the hire of an alternative **Bicycle** for **You** 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 the costs exceed more than £500 during any one **Period Of Insurance** or they are in excess of the **Bicycle Value** or repair costs.
3. Where evidence of expenditure cannot be provided.
4. For any **Other Rider(s)**.

Optional Covers

These sections only apply if the required additional premium has been paid and the cover is shown on **Your** Insurance Schedule.

2.4 Cycling Accessories Cover

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

What is covered

Within the **Territorial Limits**, **We** will include cover for Theft and Accidental Damage for **Cycling Accessories** up to the limit shown on **Your** Insurance Schedule.

We will include cover for loss of triathlon clothing & footwear **Cycling 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 **Cycling Accessories** whilst away from the **Insured Location**, applies only when in the policyholder's possession or when the **Cycling Accessories**, attached to the insured **Bicycle** using a security fixing or mounting, are removed from the insured **Bicycle** using Forcible and/or Violent means.

What is not covered

1. The **Excess** as shown on **Your** Insurance Schedule which will be as follows unless otherwise stated by **Endorsement**:
The first £25 of every claim arising from theft or accidental damage.
2. Cover when the **Cycling 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 **Cycling Accessories** definition above and when any damaged item cannot be provided.
4. Theft from the **Insured Location** unless involving **Forcible and/or Violent Entry** and/or **You** have not complied with the Security Requirements in Section 3.
5. Theft when from an **Unoccupied Insured Location**.
6. Theft by a person or persons to whom the **Cycling Accessories** is entrusted and/or theft by any distance purchase seller or delivery agent.

7. Whilst using the **Bicycle** for racing or competition other than a road based time trial unless the required additional **Active** premium has been paid for and the cover is shown on **Your** Insurance Schedule.
8. Marring, scratching, denting, wear and tear or, any cosmetic change which does not impair the function and performance of the **Cycling Accessories** or gradually operating causes, 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.
9. Faulty or defective design, materials or workmanship or latent defect and defects in operation.
10. Failure to use or maintain the **Cycling Accessories** in accordance with the manufacturer's instructions.
11. For any **Other Rider(s)**.

2.5 Active Cover

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

What is covered

Within the **Territorial Limits**, **We** will extend cover whilst racing or competing in cycling events within the terms defined in Sections 2.1 (Theft) 2.2 (Accidental Damage) and 2.3 (**Bicycle Hire**) of **Your** Policy Wording.

Cover will be extended to the following Optional Covers if **You** have paid the additional premium for each Optional Cover chosen and the cover is shown on **Your** Insurance Schedule: 2.4 (Cycle Accessories), 2.7 (**Other Rider(s)** Extension), 2.8 (Public Liability), 2.9 (Personal Accident) and 2.10 (**Territorial Limits**) of **Your** Policy Wording.

In addition, Race Fees cover (see section 2.6) is included within this **Active** cover option.

What is not covered

1. See all definitions shown as "What is not covered" in Sections 2.1, 2.2, 2.3, 2.4, 2.7, 2.8, 2.9 and 2.10 of **Your** Policy Wording.

2.6 Race Fees Cover

This section only applies if the required additional premium has been paid for the **Active** cover and the **Active** cover is shown on **Your** Insurance Schedule. Cover will only apply for **Your** Race Fees.

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 and/or where the event organisers are unable to confirm cancellation of the event or **Your** failure to attend.
3. Any claim where a part refund or race event credit note has been given for a future event and/or any associated costs other than entry fees.
4. Any claim received more than 45 days from the occurrence of the insured event.
5. **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.
6. 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.
7. 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.
8. Cover for events outside of the **United Kingdom** unless the appropriate additional premium has been paid to extend the **Territorial Limits** to the European Union or Worldwide and the cover is shown on **Your** Insurance Schedule.
9. For any **Other Rider(s)**.

2.7 Other Rider(s) Extension Cover

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

What is covered

Within the **Territorial Limits**, **We** will allow **Other Rider(s)** occasional use of **Your Bicycle** within the terms defined in Sections 2.1 (Theft) and 2.2 (Accidental Damage) of **Your** Policy Wording.

Cover will be extended to the following Optional Covers if **You** have paid the additional premium for each Optional Cover chosen and the cover is shown on **Your** Insurance Schedule: 2.5 (**Active** Cover), 2.8 (Public Liability), 2.9 (Personal Accident) and 2.10 (**Territorial Limits**) of **Your** Policy Wording.

What is not covered

1. See all definitions shown as "What is not covered" in Sections 2.1, 2.2, 2.5, 2.8, 2.9 and 2.10 of **Your** Policy Wording.
2. Any elements of cover defined in Sections 2.3 (Replacement **Bicycle** Hire), 2.4 (Cycle Accessories) and 2.6 (Race Fees) of **Your** Policy Wording.
3. Any **Other Rider(s)** who have made a claim or suffered any cycling loss, whether insured or not, in the last 3 years unless accepted by **Endorsement**.

2.8 Public Liability

This section only applies if the required additional premium has been paid and the cover is shown on **Your** Insurance Schedule. This cover includes Personal Accident (see Section 2.9) and Public Liability.

What is covered

Within the **Territorial Limits**, **We** will pay up to the maximum amount shown on **Your** Insurance Schedule which **You** and any specified individual **Other Rider(s)** named on **Your** Insurance Schedule become legally liable for in respect of accidental bodily injury or death 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** and agreed with **Our** written consent.

What is not covered

1. Any Public Liability benefits unless **You** or any specified individual **Other Rider(s)** 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. Any liability for bodily injury, loss or damage
 - a) To **Your** employees or members of **Your** family household 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
 - d) Arising out of or in connection with **Your** trade, profession or business, or assumed under contract.
8. Whilst using the **Bicycle** for 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. When using the **Bicycle** for hire, reward, courier services, or the carriage of paying passengers.
10. Any liability not involving the use of a **Bicycle** and/or outside of the **Territorial Limits** shown on **Your** Insurance Schedule.

2.9 Personal Accident

This section only applies if the required additional premium has been paid and the cover is shown on **Your** Insurance Schedule. This cover includes Personal Accident and Public Liability (see Section 2.8).

What is covered

Within the **Territorial Limits**, **We** will pay the amount shown below if at any time whilst **You** or any specified individual **Other Rider(s)** named on **Your** Insurance Schedule are using a **Bicycle**, and are involved in an Accident which shall, solely and independently of any other reason, 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 individual **Other Rider(s)** named on **Your** Insurance Schedule have paid the required additional premium.
2. When **You** are under 16.
3. **Permanent Total Disablement** benefit when over the age of 65.
4. Suicide, attempted suicide, intentional self-injury, deliberate exposure to exceptional danger (except in an attempt to save human life), insanity, **Your** own criminal act, and when directly or indirectly resulting from stress, trauma, psychiatric illness or if **You** are under the influence of drugs or alcohol.
5. Any benefit when **Your** death, injury or loss does not occur within 180 days of the accident.
6. 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.
7. More than one benefit under this section.
8. Any Accident not involving the use of a **Bicycle** and/or outside of the **Territorial Limits**.
9. Whilst using the **Bicycle** for 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.
10. When using the **Bicycle** for hire, reward, courier services, or the carriage of paying passengers.

2.10 Territorial Limits – Area of Cover

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

What is covered

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:

- a) EU cover option - Up to 45 days per trip commencing from the date of travel 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;
- b) Worldwide cover option - Up to 45 days per trip commencing from the date of travel anywhere Worldwide subject to a maximum of 90 days during any one **Period Of Insurance** and the cover is shown on **Your** Insurance Schedule.

What is not covered

1. Refer to “What is not covered” throughout each specific element of cover in Section 2 of **Your** Policy Wording.

Section 3 – Security Requirements

3.1 Security requirements at the *Insured Location*

Accidental damage or theft of the **Bicycle**, **Fixed Accessories** and/or **Additional Components** whilst at the **Insured Location** shall only be covered with the following security requirements in place. Please refer to 'Section 1 Definitions' for the full description of each **Insured Location** type:

- a) **Insured Location** 1.14a, house - the property insured is kept inside and any security devices are in operation
- b) **Insured Location** 1.14b, privately accessed outbuilding - all external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock. Alternatively, the **Bicycle** must be secured through the frame by an **Approved Lock** to an **Immovable Object** within the building
- c) **Insured Location** 1.14c, self-contained flat - the property insured is kept inside and any security devices are in operation
- d) **Insured Location** 1.14d, halls of residence room - the property insured is kept inside the room and any security devices are in operation
- e) **Insured Location** 1.14e, communal hallway or outbuilding - the **Bicycle** must be secured through the frame by an **Approved Lock** to an **Immovable Object** within the building – cover is not provided for **Additional Components**
- f) **Insured Location** 1.14f, privately accessed garden - the **Bicycle** must be secured through the frame by an **Approved Lock** to an **Immovable Object** within the privately accessed garden – cover is not provided for **Additional Components**
- g) **Insured Location** 1.14g, privately accessed shed - all external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock. Alternatively, the **Bicycle** must be secured through the frame by an **Approved Lock** to an **Immovable Object** within the building

3.2 Security requirements when the *Bicycle* is away from the *Insured Location*

Accidental damage or theft of the **Bicycle**, **Fixed Accessories** and/or **Additional Components** whilst away from the **Insured Location** shall only be covered in circumstances where any access to the **Bicycle** is effected by **Forcible and/or Violent Entry**.

If the **Bicycle** is left **Unattended**, cover will only apply if the **Bicycle** is secured to an **Immovable Object** by an **Approved Lock** through the frame of the **Bicycle**.

3.3 Security requirements when 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 affected by **Forcible and/or Violent Entry**
- c) Any security devices installed in the vehicle are in operation
- d) The **Bicycle** is stored out of sight, or is secured through the frame by an **Approved Lock** to the roof or bike rack which is attached to the vehicle

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 an approved installer and evidence of such must be provided in the event of a claim.

When **You** are outside the **United Kingdom** and 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.

Any vehicle used, when **You** are outside of the **United Kingdom**, must have valid motor insurance, a valid MOT certificate where applicable, current road tax where applicable, and windows and locks that are capable of rendering the vehicle secure.

Section 4 – General Exclusions applicable to *Your* Insurance

- 4.1 *Your* Insurance does not provide cover for any accidental damage or theft or any expense or legal liability of whatsoever nature, directly or indirectly caused, contributed to by or happening through or in consequence of: war or invasion, **Terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power, ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, 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, wilful, self-inflicted injury or illness, suicide or an attempt to commit suicide, wilful exposure to danger (except in an attempt to save a human life), solvent abuse, 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 or intentional causes at the direction of, or with *Your* knowledge.
- 4.2 Any liability in excess of the **Sum Insured** or **Value**, whichever is the lesser.
- 4.3 Any claim where **Evidence Of Ownership** of the property insured has not been provided.
- 4.4 Any additional claims costs resulting from supply of a **Bicycle**, **Fixed Accessories** 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**.
- 4.5 Any **Bicycle(s)** (up to a maximum of three), **Fixed Accessories** and/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.
- 4.6 Any claim arising out of cycling as *Your* occupation or profession.
- 4.7 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 may be applied. 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 tell **Us** 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. Thereafter, **You** may terminate this insurance at any time. If **You** cancel the policy prior to the renewal date, **You** will receive a pro rata return of premium provided that no claim has been made or is pending during the current **Period Of Insurance**.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period Of Insurance** a premium refund may not be given. If **You** are paying **Your** premium by monthly instalments and a claim is made, pending or likely, **You** will be required to continue with these until the premium is paid in full.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** known address. Valid reasons may include, but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

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 or **Your** family in the event of **Your** death.

5.7 False/Fraudulent Claims

If any claim made under this policy by the insured or anyone acting on behalf of the insured is fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof, all benefit under this policy shall be forfeited.

We will, at **Our** discretion, terminate the policy from the date of claim, or alleged claim, or **We** will not pay the claim if:

- i. a claim the insured person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- ii. a false declaration or statement is made in support of a claim

In such circumstances, **We** will be entitled to retain the premium paid by the insured and to demand the return of any sums paid in respect of the claim.

5.8 Important Changes

The cover under **Your** 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 **Your** 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 2.8 no cover is available under **Your** Insurance if **You** or any specified individual **Other Rider(s)** named on **Your** Insurance Schedule have indemnity from any other source.

5.11 Reasonable Care

You must take 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 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**).

5.14 Several Liability

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

Section 6 – Claims

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

6.1 **You** shall give notice, as soon as **You** become aware, to:

- a) the police in respect of any theft or malicious damage and
- b) **Us** via submission of a claim form, available from www.triathlonguard.co.uk to the
Claims Department,
Thistle Insurance Services Limited,
Southgate House,
Southgate Street,
Gloucester,
GL1 1UB

or via email to guardclaims@thistleinsurance.co.uk

The Claims Department can be contacted on **0333 004 1999** should **You** have any further queries or are unable to download a claim form.

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 **Your** 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 Limited is an agent of Ageas Insurance Limited 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: cyclecomplaints@thistleonline.co.uk

Call: 0345 450 6985

or write to:

**The Customer Relations Manager,
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.uk

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 Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **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, Lloyd's Broker. Authorised and regulated by the Financial Conduct Authority. A member of the Jardine Lloyd Thompson Group. Registered office:

**The St Botolph Building,
138 Houndsditch,
London,
EC3A 7AW**

Registered in England No. 01679424.

UK General Insurance Limited 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 Limited whose registered office is at:

**Ageas House,
Hampshire Corporate Park,
Templars Way,
Eastleigh,
Hampshire,
SO53 3YA**

The company is registered in England – registration number 354568.

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 or by calling them on **0800 111 6768**.

How to contact *Us*

For Sales and Administration call: **0345 450 6985**

For Claims call: **0333 004 1999**

Fax: **0345 450 6743**

Email: cycle@thistleonline.co.uk

Website: www.triathlonguard.co.uk

Our address:

**Triathlonguard,
Thistle Insurance Services Limited,
Southgate House,
Southgate Street,
Gloucester,
GL1 1UB**

Law applicable to the contract

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the *United Kingdom* in which *Your* main residence is situated.

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

Triathlonguard

Southgate House,
Southgate Street
Gloucester,
GL1 1UB

T: 0345 450 6985

F: 0345 450 6743

E: enquiries@triathloninsurance.co.uk

W: www.triathloninsurance.co.uk

Triathlonguard is a trading style of Thistle Insurance Services Limited. Lloyd's Broker. Authorised and regulated by the Financial Conduct Authority. A JLT Group Company. Registered office: The St Botolph Building, 138 Houndsditch, London, EC3A 7AW. Registered in England No 00338645, VAT No. 244 2321 96.

