



Sundays

BackPedal

Customer Terms and Conditions

Master Policy Edition • 12.2023

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Introduction

a) This document contains the details of the cover as well as the terms, conditions and exclusions relating to each BackPedal 'Customer', and is the basis upon which all claims will be settled.

b) The Customer is entitled to payment up to the Benefit Limit selected in their BackPedal Membership Subscription, during the Period in which the Customer's BackPedal subscription is active and the Customer resides within the Territorial limits, subject to the terms, conditions and exclusions.

c) The Cover provided in terms of this policy is underwritten by Red Sands Insurance Company (Europe) Limited, registered in Gibraltar Reg. No: 87598. Registered office Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. Red Sands Insurance Company (Europe) Limited is authorised and regulated by the Gibraltar Financial Services Commission and is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of business underwritten in the UK (No: 231635). Red Sands Insurance Company (Europe) Limited is a member of the UK's Financial Services Compensation Scheme and Association of British Insurers.

d) This policy is provided by Sundays insurance. Sundays insurance is arranged by Gator Bikesure Limited, an Appointed Representative of ETA Services Limited who is Authorised and Regulated by the Financial Conduct Authority under firm reference number 313965. Gator Bikesure Limited (Company Number: 09492364) registered address: 3rd Floor, 114a Cromwell Road, London, United Kingdom, SW7 4AG.

e) This policy and the cover it provides shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction in any dispute arising hereunder unless otherwise agreed by Underwriters in writing.

Words with Special Meaning

When reading this Policy the following words will have the meanings described below wherever they appear in this document.

Abandonment means:

- Leaving Your Bicycle in an unlocked vehicle;
- Leaving Your Bicycle in a location other than Your Home where it is not Securely Locked through the frame along with any quick release wheels to an Immovable Object using an Approved Lock.
- Leaving Your Bicycle in any location other than Your Home for more than 18 hours (extended to 24 hours if left at a train station or your permanent place of employment) regardless of how You have secured it;

Accessories means cycle-specific equipment and parts that are removable without the use of specialist tools, which are not core to the operation of Your Bicycle, and which are declared and specified in the Schedule and not otherwise specifically excluded. Accessories include items such as a Bicycle trip computer, GPS, lights, cycling helmets, cycling clothing, a Bicycle lock and sports equipment such as travel Bicycle boxes.

Administrator means Gator Bikesure Limited appointed by Us to carry out the administration of this policy including the handling of claims.

Approved Lock means any Bicycle, motor scooter or motorcycle lock used on Your Bicycle which has been tested and approved by 'Sold Secure' and is the correct rating relevant to the value of Your Bicycle as follows:

- If Your Bicycle has an insured value of less than £1000; You must correctly secure it with a Sold Secure Silver rated lock.
- If Your Bicycle has an insured value of, or greater than £1000; You must correctly secure it with a Sold Secure Gold rated lock.

BackPedal means BackPedal Limited (Company number 13487789), Address: 86-90 Paul Street, London, England, EC2A 4NE.

Benefit Limit means the annual limit up to the value of the coverage tier selected. This limit applies to and includes the value of Your Bicycle (Components included) and any Cycling Accessories fixed to Your Bicycle.

Bicycle means one of the following:

- a Bicycle propelled entirely by human power with pedals and steered with handlebars attached to the front wheel and has no other assisted means of motion and is not subject to the requirements of the Road Traffic Act; or
- if reflected as an Electric Bicycle, a Bicycle propelled by human power with pedals, but assisted by an electric motor of no more than 250 watts maximum power output, such electric motor should not be able to propel the Bicycle when it's travelling at more than 15.5 miles per hour. The power output or

manufacturer of the motor and the battery's voltage or maximum speed of the bike must be displayed.

- Bicycles that are designed or professionally adapted to carry passengers.

Commencement Date means the start date of Your policy, as noted on the Schedule, on which cover under this policy starts.

Components means functional pieces of equipment which are core to the operation of Your Bicycle and which are attached to Your Bicycle frame. Examples of such Components include handlebars, chainsets, chains, saddles, etc. When these Components are in addition to or in replacement of the Manufacturer's original specification, these must be declared and specified in Your Schedule. The value of these specified Components must be included in Your Bicycle value declared.

Covert installation means the Tracking device must not be visible. At the moment, we don't support any trackers where there is visible evidence of its presence on the outside of your Bicycle.

Crime Reference Number means the number given to You by the police when You report a crime to the police.

Customer means You, the BackPedal customer, who is resident in the UK and has an active Membership Subscription and has selected to opt in for the insurance benefit contained therein.

Depreciated Value means the value We calculate for Your Insured Items of the same age, type and condition as Yours immediately before the loss, theft or damage occurred. Our calculation is based on the following depreciation percentage applied to the recommended retail price of an item when purchased new:

- After the first year; the Insured Items reduce in value by 20% of the recommended retail price;
- After the second year; the Insured Items reduce in value by a further 10%;
- Each year thereafter (or part thereof); the Insured Items reduce by a further 5% per year.

End Date means the date on which this policy ends, which will be the earliest of the following:

- the date We replace Your Bicycle if Your Bicycle is subject to a Total Loss claim;
- the expiry of the current Period of Insurance;
- if You choose not to renew this Policy;
- if We choose not to renew this Policy for whatever reason;
- the date You fail to pay Your BackPedal subscription fee;
- the date You cancel your BackPedal subscription;
- the date We cancel this Policy for whatever reason.

Excess means the value of £50.00 that is applied to reduce Your claim benefit in respect of each claim that We accept.

General Passing Public means people or persons that are not ordinarily residents in the property covered by the definition of Your Home.

Immediate Family means a person older than 16 who permanently resides at Your Home and is Your child, stepchild, parent, stepparent, spouse, sibling, life partner, or civil partner, and shall include adoptive relationships.

Immovable Object means a solid object made from concrete or steel which is not capable of being removed

or undone without specialised equipment and under or over which Your Bicycle cannot be manoeuvred.

Insured Item(s) means an item including Your Bicycle and its fitted Accessories.

Market Value means the best-estimated price that a willing buyer would pay a willing seller for an item in an open and competitive market for a Bicycle or component or accessory or wheelset of similar make, model, quality, material, condition, function, type and age. The Market Value is determined by taking the average of the values of similar items listed for sale in the open market (like used Bicycle sale websites) at the time of a claim.

Membership Subscription means the BackPedal subscription option selected during the online purchase process.

New for Old means the cost of a comparable new replacement for Your Insured Items.

Owner Verification means high resolution photos provided to Us by You which are taken from each side of Your Bicycle, and includes a clear photo taken of Your bike's serial number. Each photo should include a piece of paper clearly displaying Your policy number or BackPedal subscription number somewhere in the image.

Period of Insurance means:

- For the Policyholder the period between the Effective Date and the Expiry Date;
- For the Customer, pursuant to the eligibility criteria set out on page 9, a period of 12 months from the activation date of the Customer's BackPedal Membership Subscription.

Policyholder means BackPedal.

Policy Schedule means the document (or BackPedal subscription confirmation email) that contains important information about You, the terms and conditions of this policy and forms part of the contract of Insurance.

Privately Accessed means an area to which access is restricted solely to You and Your Immediate Family.

Professional Cyclist means a person that rides Bicycles as their primary occupation or source of income and is as such classified as a Professional Cyclist.

Secure Bicycle Hanger means a Securely Locked on-street Bicycle hanger made out of metal and which is fully enclosed with walls and a roof.

Securely Locked means all access points, including, but not limited to, doors, roofs, windows, car boots, and vehicles are fully enclosed, closed off and locked. Allowing for no entry points unless force or violence is used and there is evidence thereof. Where referring to locking Your Bicycle, the Bicycle should be locked in line with the requirements as set forth in the Locking and Security Requirements Section.

Secure Vehicle Rack means a vehicle Bicycle transport rack that has lockable security preventing it from being removed from the vehicle without specialised tools and equipment.

Sponsored Cyclist means a person that receives a discount of greater than 50% of the recommended

retail price of a bicycle in the role of a sponsored cyclist or brand ambassador rider.

Sum Insured means the total value of an individually Insured Item.

Territorial Limits means England, Scotland, Wales and Northern Ireland.

Total Loss means the loss of Your entire Bicycle, or damage to Your Bicycle, which in Our opinion is uneconomical to repair.

Tracking Device means a BackPedal approved product which is an integrated tracking device for any kind of Bicycle with long battery life, as listed on their website. The Tracking Device must use GPS with proven coverage (2g / 4g / NB-IoT) and have Third party access enabled. The tracker's back-up battery will require a minimum of 20% battery at the time access is granted to BackPedal.

Unattended means whenever Your entire Bicycle is out of Your direct line of sight and/or more than five metres away from You.

We, Our, Us, Underwriters, Insurer means Red Sands Insurance Company (Europe) Limited whose registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and is registered in Gibraltar under company registration number 87598.

You, Your means the BackPedal Customer who is resident in the United Kingdom who has an active Membership subscription and has selected to opt in for the insurance benefit contained therein. In relation to the conditions of cover, provided the following reside at Your Home on a permanent basis, You includes Your Immediate Family which means a person older than 16 who permanently resides at Your Home and is Your child, stepchild, parent, stepparent, spouse, sibling, life partner or civil partner and shall include adoptive relationships.

Your Bicycle means the Bicycle specified on Your Schedule including any Components in use at the time it was stolen or damaged. This includes custom parts, provided the value of these are included in the Bicycle insured value as indicated on your policy schedule.

Your Home means Your primary residence, as stated on Your Policy Schedule, and is the location where Your Bicycle is normally kept. Your Home is extended to include the following, provided the conditions of each are met:

- A. a brick, concrete, wooden or stone house with a slate, tiled or multi-layered roof, built in accordance with current building regulations;
- B. a self-contained flat within a brick, concrete, wooden or stone building with a slate, tiled or multi layered roof, built in accordance with current building regulations;
- C. a communal area being an area of shared use which is located inside the building stated on Your Policy Schedule as Your primary residence and is only accessible by You and persons ordinarily residing inside the building;
- D. a self-contained lockable private room in the halls of residence in which You reside;
- E. a Privately Accessed, fully enclosed, outbuilding or garage built of brick, concrete or stone and roofed with slate, tiles or multi layered roof; attached to or within the boundaries of a private house Securely Locked by a minimum of a 5 lever Mortice lock or Chubb deadlock to BS3621 standard or a CEN Grade 3 closed shackle padlock and have Securely Locked windows;
- F. a Privately Accessed and Securely Locked wooden shed, within the secured boundaries of Your

primary residence provided Your Bicycle is secured therein to an Immovable Object through the frame and all quick release wheels with an Approved Lock;

- G. a metal shed, permanently fixed to a concrete base and Securely Locked by a minimum 3 point locking system, and which is located within the boundaries of Your primary residence;
- H. a Secure Bicycle Hanger provided the unit is located within a one mile radius of Your primary residence as stated on Your Schedule, and the unit is Securely Locked. Your Bicycle must be Securely Locked within the unit through its main frame and any quick release wheels to an Immovable Object by an Approved Lock;
- I. any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 90 days during the Period of Insurance, providing the area of the temporary residence You inhabit is self-contained and secured to the same standard as Your primary residence.

Period of insurance

All BackPedal Customers who select the insurance benefit are entitled to the Benefits and Services (up to the Benefit Limit selected) from the date of the activation of their BackPedal Membership Subscription. The entitlement to cover under this policy will cease automatically on the date the Underwriters receive written notification of the deletion of the Customer from the insurance benefit of the Customers Membership Subscription or the termination of the Customers Membership Subscription, whichever comes first.

A Customer's eligibility for the cover shall cease on the earliest of:

- The date the Customer as shown is no longer eligible for the cover;
- The End Date or Expiry Date of the Customers Membership Subscription, whichever occurs first.

Who can get this insurance?

To be eligible for this insurance,
You must meet the following criteria:

Age and Residency

You must be at least 18 years old and permanently residing in the territorial limits of England, Scotland, Wales, and Northern Ireland.

Usage Restrictions

Your Bicycle should not be used as Your main occupation, as a Professional Cyclist, conducting any trade, business, or profession, nor for hire or reward, courier services, or the carriage of paying passengers.

Ownership or Legal Responsibility

You must be the owner of the insured item(s) or legally responsible for them.

Non-Professional Cyclist

You should not rely on riding Bicycles as Your primary occupation or source of income.

Non-Sponsored Cyclist

You must not be receiving a discount of greater than 50% of the recommended retail price of a Bicycle in the role of a Sponsored Cyclist or brand ambassador rider.

BackPedal Members

You must maintain an active BackPedal Membership Subscription.

Locking & Security Requirements

Importance of Correctly Locking Your Bicycle

When locking Your Bicycle, it is crucial to use an Approved Lock and follow the requirements described here, otherwise Your claim might not be accepted:

Secure Locking

It is important that when You lock Your Bicycle, that it is locked through the frame and all quick release wheels to an Immovable Object by an Approved Lock.

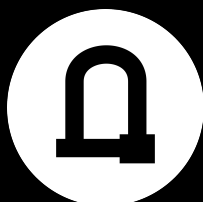
Definition of Approved Lock

An Approved Lock is any Bicycle, motor scooter or motorcycle lock used on Your Bicycle that has been tested and approved by 'Sold Secure' and is the correct rating for the value of Your Bicycle.

Appropriate Rating

The lock's rating should match the value of Your Bicycle as follows:

- If Your Bicycle is insured for less than £1,000, use a Sold Secure Silver rated lock.
- If Your Bicycle is insured for £1,000 or more, use a Sold Secure Gold rated lock.



It is important to fully understand the Security Conditions of this policy and to follow them. If you fail to do so it may result in your claim not being accepted.

Correctly Locking Your Bicycle

When leaving Your Bicycle Unattended, it is important that You securely lock Your Bicycle through its frame and all quick-release wheels to an Immovable Object by using an Approved Lock.

Correct



The lock securely passes through both the main frame of the Bicycle and the bike stand, including all quick-release wheels.

Incorrect



The Approved D-Lock is attached to the Immovable Object only and not through the main frame, with only the non-approved bike lock securing the Bicycle.

Correct



The locks securely pass through both the main frame of the Bicycle and the bike stand, including all quick-release wheels.

Incorrect



The lock immobilises the front wheel, but it doesn't pass through the main frame of the Bicycle and the bike stand. The main frame of the Bicycle must always be secured to an Immovable Object with an Approved Lock.

Please ensure You keep the following available when purchasing a lock or submitting a theft claim to Us:

- The key and receipt for the purchase of the Approved Lock.
- A photograph of the key and lock, provided We and/or the Administrator can identify such as an Approved Lock.
- The remains of the Approved Lock when Your Bicycle was stolen.



Accessory cables that come with a Sold Secure rated lock are typically unrated. Only the main lock carries the Sold Secure rating. Therefore, avoid using the accessory cable to secure Your Bicycle. You can check the rating of Your lock at www.soldsecure.com/approved-product-search

Security Conditions

Please be sure you know and follow the Security Conditions in this policy. If you don't, your claim might not be accepted. **Refer to words with special meaning on pages 4 - 8 for the full definition of Your Home.**

1. At Your Home

When Your Bicycle is kept in Your garage or outbuilding, the doors and windows must be locked. Doors that lead to the outside must be locked by a minimum 5 lever Mortice lock, and the garage roller or Up and Over door by a CEN Grade 3 closed shackle padlock, a Chubb deadlock, or a Sold Secure Silver rated Garage Door Protector or Guard.

When Your Bicycle is kept in Your Home, the doors and windows must be locked when Your Home is unoccupied or whilst You are asleep. Doors must be locked by a minimum 5 lever Mortice lock, a CEN Grade 3 closed shackle padlock, or a Chubb deadlock.

If You leave Your Bicycle inside a communal area, for example inside a parking garage or the foyer of Your building, the Bicycle must be locked by an Approved Lock to an Immovable Object, through the frame and all quick release wheels.

If Your Bicycle is left in a wooden shed, such shed must be a Privately Accessed and Securely Locked wooden shed, within the secured boundaries of Your Home and Your Bicycle must be secured therein to an Immovable Object through the frame and all quick release wheels with an Approved Lock.

If Your Bicycle is left in a metal shed which is located within the boundaries of Your Home, the metal shed must be permanently fixed to a concrete base and Securely Locked by the standard locking mechanism of the metal shed. It is required that this locking mechanism is at a minimum a 3 point locking system.

If Your Bicycle is left in a Secure Bicycle Hanger the unit must be located within a one mile radius of Your Home and the unit must be Securely Locked. Your Bicycle must be Securely Locked within the unit through its main frame and quick release wheels to an Immovable Object by an Approved Lock.

If Your Bicycle is a cargo Bicycle Your Bicycle may be kept within Your garden or another outside area within the boundary of Your Home, provided it is out of sight and all Accessories are removed and Your Bicycle is locked by an Approved Lock to an Immovable Object through the frame and all quick release wheels.

2. Away from Your Home

If Your Bicycle is left Unattended while away from Your Home (or temporary residence falling within the definition of Your Home) it must be Securely Locked through the frame of the Bicycle including all quick release wheels to an Immovable Object by an Approved Lock.

Unattended means Your entire Bicycle is out of Your direct line of sight or more than five (5) metres away from You. We will not pay for any claim due to Abandonment, please refer to words with special meaning on pages 4 -8 for the full definition of Abandonment.

3. Transporting Your Bicycle with Your Vehicle

If Your Bicycle is left Unattended while it is in or attached to any motor vehicle, including while it is in transit, it must be:

Locked inside an enclosed boot; or

Locked and secured to a properly fixed Bicycle rack via the lockable security provision of the Bicycle rack; or

Locked through the frame of the Bicycle and all quick release wheels to a properly fixed Bicycle rack with an Approved Lock; or

Kept inside a Securely Locked vehicle and locked through the frame and all quick release wheels to a secure anchor point by an Approved Lock; or

Kept inside a fully enclosed trailer which is Securely Locked by a closed shackle padlock or by the lockable security provisions of the trailer.

4. Active BackPedal Membership Subscription

Your BackPedal Membership Subscription must remain active at all times to benefit from the coverage offered by this policy.

If at the time of an event giving rise to a claim You do not hold an active BackPedal Membership Subscription You will not have any cover under this policy.

5. Active Tracking Device

In order to benefit from the coverage offered by this policy You must have an active Tracking Device, which is covertly installed.

The Tracking Device must have back up battery, communication network and Third party-access enabled, leveraging GPS. The tracker's Back-up battery will require a minimum of 20% battery at the time access is granted to BackPedal.

Bicycle Cover

This section of the policy booklet outlines the cover that specifically relates to Your Bicycle. **The words on pages 4 - 8 have specific meanings throughout the document and should be referenced when reading this section.**

Cover Provided

We will provide cover for Your bicycle up to the value of the Benefit Limit, if Your Bicycle is stolen or maliciously damaged as a result of an attempted theft during the Period of Insurance. In the event of malicious damage to Your Bicycle, we will at our option, repair your bicycle and/or replace the damaged part(s). We will also cover Your fitted cycling accessories up to the value of the Benefit Limit, if they are stolen in the same covered loss as Your Bicycle or maliciously damaged as a result of an attempted theft during the Period of Insurance.

We will cover Your Bicycle and its fitted Accessories if Your Bicycle is stolen or damaged during an attempted theft from Your Home, away from Your Home, or whilst in Transit, provided You have complied with the security conditions set out hereunder.

The cover set out in this schedule is conditional on Your BackPedal Membership Subscription being active and paid up to date. Should you end Your BackPedal Membership Subscription, You will no longer have cover under this policy and You will not be eligible for any refund of the premium paid by BackPedal.



This policy doesn't cover damage that was already there, damage occurring over time, or damage with unknown reasons. Check exclusions for more.

Specific Exclusions

It is important to understand the coverage provided by this policy. Please take the time to read through the following list of specific exclusions and specific conditions and read these together with the general exclusions and conditions included in Sections 'General Exclusions' and 'General Conditions' of this policy wording on pages 17 and 18.

Any claims by You for;

1. Theft from or away from Your Home or from a vehicle where there is no forcible entry and You have not complied with the security conditions set out in this policy document.
2. Theft of Your Insured Items if You cannot provide Us with a police report that contains the details of the theft and a crime reference number.
3. From Your garden or other outside area within the boundary of Your Home, unless Your Bicycle is a cargo Bicycle and the policy Security Conditions have been met.
4. Theft away from Your Home where, regardless of how Your Insured Items are secured, You leave Your Insured Items Unattended for more than 24 hours.
5. Theft if someone is riding, or who has responsibility for the safekeeping of Your Bicycle, is under the age of 18 years.
6. Theft of Accessories for example: GPS Computers, lights etc, unless Your Bicycle is stolen at the same time.

7. Theft of an electric Bicycle battery, unless the battery was secured by the integrated lock of the Bicycle and the theft of the battery can be evidenced by signs of forced removal, or the battery was integrated into the frame of the Bicycle and was removed by specialist tools.
8. Theft of any Bicycle not properly fitted with Your Tracking device and to which Your BackPedal subscription applies.
9. Any Insured Items claimed on where You are unable to provide proof of ownership to Us.
10. Caused by, or arising from Your Insured Items being used for hire or the carriage of paying passengers. Any amount claimed associated with supplying a Bicycle, Components, & Accessories outside the UK, when available in the UK, or delivery is required to an address outside the UK.
11. Any amount more than the relevant Sum Insured or Benefit Limit, less the applicable Excess.

Specific Conditions

The following specific conditions are applicable to Your Bicycle Cover:

1. You must provide original evidence of Your ownership of the Insured Items when You submit a claim including the original purchase receipt or similar proof of purchase, or Owner Verification photos.
2. In the event of a Theft claim You must report the loss of Your Insured Items to BackPedal immediately on discovery of the loss or theft, the theft must be reported to the police without delay and within 48 hours of discovery. The crime reference number must be provided in the claim.
3. Where Your Bicycle was locked through the frame and all quick release wheels with an Approved Lock to an Immovable Object, provide evidence of the following:
 - i) The key and receipt for the purchase of the Approved Lock;
 - ii) The remains of the Approved Lock;
 - iii) A photo of the key and lock, provided We can identify such as an Approved Lock.
4. In order to adjudicate a claim, We reserve the right to have a suitably qualified expert inspect Your Insured Items.

General exclusions

You are not covered for and will not receive any benefit in respect of:

1. Any claim if the premium has not been paid to Us by BackPedal.
2. Any claim if at the time of an event giving rise to a claim you do not hold an active BackPedal Membership Subscription.
3. Any claim if You have not paid the applicable Excess.
4. Any claim for theft from or away Your Home unless you have complied with the applicable Security conditions as set out in the 'Security Conditions' section.
5. Any direct or indirect losses arising from the provision of, or delaying providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated.
6. Any consequential loss, including but not limited to loss of any supplier or service warranties.
7. Any losses that are not directly associated with the incident that caused You to claim, unless expressly stated in this Policy.
8. Any act of dishonesty, fraud or deception by You or anyone acting on Your behalf.
9. Loss or damage caused by or arising from an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any sector of the public in fear resulting directly or indirectly from or in connection with the release of nuclear, biological, chemical or radiological agents.
10. Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war is declared or not); civil war, rebellion, revolution or insurrection, riot, civil commotion, loot or pillage in connection with this, strikes or lockouts; military power or coup; nuclear or radioactive escape, accident, explosion, waste or contamination; aircraft or other aerial devices.
11. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
12. Any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by;
 - 12.1. An epidemic, pandemic or other such health warning, and declared as such by the Ministry of Health and/or the World Health Organisation;

- 12.2. Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;
- 12.3. Any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.
- 13. Any loss, damage or theft of Your Insured Items arising from any modification to Your Bicycle or fitted Accessories using non-standard or non-advised Components or processes.
- 14. Loss, damage or theft caused by, or arising from:
 - 14.1. Deliberate, improper behaviour or criminal act by You or during any illegal activity undertaken by You;
 - 14.2. You being under the influence of drugs (unless it was under the proper medical supervision and not to treat any drug addiction) or alcohol.

General conditions

- 1. You must observe and fulfil all the terms, conditions and endorsements of this policy otherwise We will not be liable under the policy.
- 2. You must not deliberately or recklessly misstate, omit or conceal a material fact at proposal, renewal or during the lifetime of Your Policy, failure to do so may affect how We treat Your claim.
- 3. If at the time of an event giving rise to a claim under this policy, and there is any other insurance policy in Your name which is in force and which provides cover for the same expense, loss, damage or liability then We will not be liable for any part of the claim.
- 4. For any claim or series of claims We may at any time pay You the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for, thereafter, We will have no further liability in respect of the claim(s).
- 5. You must take all steps to prevent and minimise any loss or damage and keep Your Bicycle in a good state of repair and roadworthy condition. You must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory or government authority.
- 6. You must notify as soon as possible of any change in circumstances relevant to this policy, including change of address. Failure to do so may invalidate this policy. We reserve the right to alter the terms of this policy immediately after We are notified of such changes.
- 7. We reserve the right to take full possession of any Insured Item which is subject to a successful claim made by You. This includes, but is not limited to; damaged/stolen Accessories, Components, Bicycles. Once the Insured Item is replaced, it becomes Our sole property.

8. If someone else is responsible for the loss, You agree We can take action in Your name at our expense, to recover our paid costs from the responsible party. You agree to help Us, and allow Us to do anything necessary or reasonably needed by Us to enforce any rights, including but not limited to providing Us with all information known to You, to assist with Our recovery.

Making a claim

If You need to make a claim, you must have reported the loss of Your Insured Items to BackPedal immediately upon discovery of the loss or theft, the theft must be reported to the police without delay and within 48 hours of discovery. The Crime Reference Number must be provided in the claim.

Please be advised that You need to notify BackPedal by reporting the theft via the website www.backpedal.co or via email to team@backpedal.co within 48 hours of the incident. BackPedal will then notify the Administrator of Your claim.

The Administrator can be reached at any stage during the claims process via their website www.sundaysinsurance.co.uk, alternatively give the Administrator a call on 0203 198 2828 or send the Administrator an email via hello@sundaysinsurance.co.uk

Information the Administrator will need

Please provide the Administrator with as much information as possible when submitting the claim as this will help the Administrator to process Your claim quicker. Information the Administrator require may include but is not limited to, photos, police reports, evidence of forcible entry, invoices, evidence of value and ownership.

How your claims is settled

The Administrator will aim to get You back on the Bicycle as quickly as possible and will keep You informed throughout the process.

If the Administrator accept Your claim, the Administrator will at their discretion:

- repair Your Insured Items; or
- replace Your Insured Items; or
- pay You the amount that it would have cost Us to repair or replace Your Insured Items.

The Administrator reserves the right to use specialist repairers and suppliers for any repair work carried out and for the supply of new and/or reconditioned parts. If the Administrator settled Your claim and the insured items are recovered after the claim was settled the items will become Our property and we will retain the proceeds of any salvage sold.

We will pay the maximum individual or aggregate value of the Insured Items up to the Benefit Limit as shown on Your Policy Schedule unless limited below.

Claims are settled on the following basis:

For new Bicycles:

- The cost of repair or replacement on a New-for-Old basis provided the Bicycle was purchased new by You.

For second hand Bicycles:

- The cost of repair or replacement up to the highest value of either an objectively determined Market Value, or
- The Depreciated Value calculated using the recommended retail price of an equivalent replacement Bicycle when purchased new, and applying a scale as follows:
 - ◆ After the first year, the Bicycle reduces in value by 20% of the recommended retail price;
 - ◆ After the second year, the Bicycle reduces in value by a further 10%;
 - ◆ Each year thereafter (or part thereof), the Bicycle reduces by a further 5% per year.

The applicable Excess must be paid by You before We will settle Your claim.

Protection Of Your Data

We and the Administrator may store Your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and crime prevention. Your personal details will only be disclosed to third parties if it is necessary for the performance of this insurance contract. It may be sent in confidence for processing to other companies in Our group (holding companies, associate companies, subsidiary companies) or companies acting on Our instructions, including those outside the European Economic Area. You signify Your consent to such information being processed by Us or Our Administrators.

Sensitive Data

In order to assess the terms of this insurance or administer claims which arise, We and the Administrator may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By accepting this insurance, You signify Your consent to such information being processed by Us or Our agents.

For more information on how We process Your information please see Our [Privacy Policy](#).

How We Handle Complaints

We hope that You never have reason to complain, but if You do, the Administrator will do their best to work with You to resolve it through the following process. If Your complaint is not resolved at each stage, You can escalate to the next step:

Step 1: Please contact the Administrator via live chat on www.sundaysinsurance.co.uk, give the Administrator a call on 0203 198 2828 or send an email to hello@sundaysinsurance.co.uk. A customer service representative will assist You and do their best to resolve Your complaint.

Step 2: If Your complaint cannot be resolved in step one above, ask to speak to a manager to further discuss Your concerns.

Step 3: If, after speaking to a manager, Your complaint requires further investigation, the Administrator will:

- Formally acknowledge Your complaint within 5 working days of receiving the complaint, and
- Provide You with a copy of the complaints handling process.

Your complaint will be handled by the Administrator's complaint resolution team, a team of dedicated, experienced and impartial complaint handlers who will review Your complaint and issue You with a Final Response letter at the earliest opportunity and within 8 weeks.

In the Final Response to Your complaint, the Administrator will:

1. Set out their understanding of Your complaint.
2. Explain in plain English the relevant information and circumstances.
3. Give a clear explanation for any delays in resolving Your complaint.
4. Draw a conclusion and explain their decision.
5. Pay any redress and take any actions agreed with You.
6. Explain Your Financial Ombudsman Service (FOS) referral rights (detailed below).

If the Administrator is unable to issue their final response within 8 weeks of You making Your complaint, the Administrator will:

- Write to You to explain that You have the right to refer the matter to Financial Ombudsman Service (FOS) without Our consent being required.
- Provide You with information about Your rights to refer Your complaint to the Financial Ombudsman Service (FOS).

You can find more information about the Financial Ombudsman Service (FOS) on their website: www.financial-ombudsman.org.uk or by calling them on 0800 023 4567. You are entitled to ask FOS at any stage to review Your complaint and they will approach Us for consent to do so. As a business We would like to be given the opportunity to investigate Your complaint fully first but will consider giving consent for FOS to deal with You directly within the first 8 weeks on a case-by-case basis.

Cancellation

You may cancel this policy by requesting the Administrator to do so. We may cancel this policy at any time by sending 30 days' written notice to You by recorded delivery to Your last known address.

Contact Us

If You need to contact the Administrator You can do so by live chat at www.sundaysinsurance.co.uk, or give the Administrator a call on 0203 198 2828 or send an email to hello@sundaysinsurance.co.uk

