



30 Days Free

Policy Wording

Policy Booklet • 11.2023

Welcome

When it comes to insuring you and your bikes our approach is simple.

At Red Sands we strive for excellence in everything we do, and for this reason we distribute our products through specialist channels which employ cyclists as part of their management team and, where possible, use independent bike shops.

We do this to help us understand your requirements and provide you with the best support for the enjoyment of your bike. The result of this is a passionate support network of specialists who will work hard to keep you on the road through thick or thin. Our aim is to take care of you. Cycling should be carefree and enjoyable; leaving you free to push hard for that next Strava segment, relish a carefree commute to work or just to get away from it all. We are here to give you that invaluable peace of mind.

The information you will find within this document lays out the Terms & Conditions of your Policy with us. Please take the time to thoroughly read this and if you have any queries do not hesitate to contact the Administrator on 020 3198 2828.

Hope to see you out on the roads soon.

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Who we are

The Administrator

Gator Bikesure Ltd is the administrator of Sundays. The company is registered in England and the registration number is 09492364. Gator Bikesure Ltd is an Appointed Representative of ETA Services Ltd who are Authorised and Regulated by the Financial Conduct Authority under firm reference number 313965.

The Insurer

This policy is underwritten by Red Sands Insurance Company (Europe) Ltd. Red Sands Insurance Company (Europe) Limited is 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 regulation by the Financial Conduct Authority and limited regulation by 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.

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.

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.

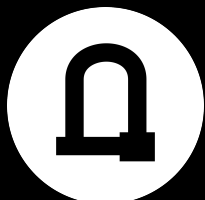
Definition of Approved Lock

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 Bicycle 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 Accessory cable securing the Bicycle.

Correct



The locks securely pass through both the main frame of the Bicycle and the Bicycle 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 Bicycle 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 page 21 - 25 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 21 - 25 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.

About this policy booklet

Please note this policy booklet comprises one type of insurance cover, namely Bicycle cover.

We will provide the following cover as outlined in the sections below, subject to the policy terms, conditions, and exclusions.

Bicycle Cover

This section of the policy booklet outlines the cover that specifically relates to Your Bicycle. **The words on pages 21 - 25 have specific meanings throughout the document and should be referenced when reading this section.**

Accidental Damage to Your Bicycle

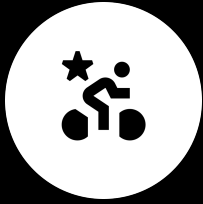
Cover

If there's damage to Your Bicycle resulting from a collision, Crash, or impact with an object. This damage is specific to a particular incident or event. Cover applies only if the damage results from a sudden, unforeseen, specific incident during the Period of Insurance and is completely beyond Your control and You have complied with the conditions of this policy.

In the event of Accidental Damage to Your Bicycle, We will at Our option, repair Your Bicycle to its prior level of performance and/or replace the damaged part(s) as follows:

1. If Your Bicycle was purchased new and We deem Your Bicycle to be beyond economic repair we Will replace Your Bicycle on a New for Old basis up to the value of the Benefit Limit; or
2. If Your Bicycle was purchased second-hand and We deem Your Bicycle to be beyond economic repair we will replace Your Bicycle with a similar make and model Bicycle up to the value of the Benefit Limit.

We reserve the right to use specialist repairers/suppliers for any repair work carried out and for the supply of new and/or reconditioned parts.



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

Exclusions

We cover many things, but unfortunately We cannot cover everything, so it is important to understand when You are covered and when You are not covered.

The following are excluded from cover:

Any claims by You for;

1. Any Bicycle purchased and received by You more than 10 days before policy activation.
2. Damage to Your Bicycle that did not arise from a specific and unforeseen incident or event that happens suddenly and was unintended.
3. Components unless Your Bicycle is involved in the same incident.
4. Your Bicycle whilst being used on loan by another person or for hire, reward, courier services or the carriage of paying passengers.
5. Structural and latent defects, faulty or defective design, materials or workmanship including mechanical Breakdown, Repairing, restoring, renovating, cleaning or dyeing.
6. The failure to use or maintain the Bicycle in accordance with the manufacturer's instructions.
7. Depreciation, deterioration, wear and tear, wet or dry rot, mildew, atmospheric conditions, frost, insect and vermin, domestic pets, mechanical or electrical Breakdown, scratching, scuffing or denting or any gradual operating cause.
8. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour of finish, dust, chemical action or reaction.
9. Using Your Bicycle as a Professional Cyclist or beyond the manufacturer's specification.
10. Using Your Bicycle in competition, race, sportive or the likes.
11. Cosmetic damage that does not impede the use of Your Bicycle.

12. Damage resulting from use of Your Bicycle in any business activity, Your profession, Your occupation or whilst You are working for someone whether You are being paid or not.
13. Damage caused in transit unless Your Bicycle is securely packed in appropriate transportation equipment that fully encloses and protects Your Bicycle in its entirety.
14. Damage to Your Bicycle while in transit where such event has not been reported to the carrier within their specified period and the requisite reports obtained therefrom.
15. Damage caused to Your Bicycle while on a Secure Vehicle Rack unless Your Bicycle is Securely Locked through the frame and both wheels to the Secure Vehicle Rack, or the vehicle rack has lockable security preventing it from being removed from the vehicle without specialised tools and equipment.
16. Accidental Damage following Abandonment.
17. Using Your Bicycle outside the Territorial Limits.
18. Loss or damage arising where Your and/or Your Bicycle were not clearly visible through the use of appropriate lighting, reflectors and safety clothing as and when these are necessary precautions.
19. Any claim for more than the Benefit Limit.
20. The total of all claims made under this section of the policy during the Period of Insurance are in excess of Your Bike value.
21. Damage caused through any process of cleaning, repairing or altering Your Bicycle or Accessories.
22. Any crushing, cracking or deformation arising from tightening or clamping Your Bicycle.
23. Damage to an item or Bicycle not specified on the Schedule.
24. Any damage that was already present when You purchased Your Bicycle.
25. Any latent defects from previous repairs to Your Bicycle.
26. The applicable Excess.

Specific Conditions

The following specific conditions are applicable to Your Bicycle Cover:

1. You must contact the Administrator on **0203 198 2828** or via email at: **hello@sundaysinsurance.co.uk** within 5 days of a claim event to notify them of such an event.
2. You must provide original evidence of Your ownership of the Bicycle when You submit a claim including the original purchase receipt or similar proof of purchase.

3. In order to adjudicate a claim, We reserve the right to have a suitably qualified expert inspect Your Bicycle.

Theft of Your Bicycle



Remember to follow the security and locking rules on page 6 of the policy. If not, Your claim might not be paid.

Cover

We will replace Your Bicycle up to the value of the Benefit Limit noted on Your Schedule, if Your Bicycle is stolen during the Period of Insurance, as follows:

1. If Your Bicycle was purchased new, We will replace Your Bicycle on a New for Old basis up to the value of the Benefit Limit.
2. If Your Bicycle was purchased second-hand, We will replace Your Bicycle with a similar make and model Bicycle up to the value of the Benefit Limit.

In the event that Your Bicycle is stolen You must report the theft to the police and obtain a crime reference number. You must provide the Administrator with the crime reference number and contact details of the police station.

Exclusions

We cover many things, but unfortunately We cannot cover everything, so it is important to understand when You are covered and when You are not covered.

The following are excluded from cover:

Any claims by You for;

1. Any Bicycle purchased and received by You more than 10 days before policy activation.
2. Theft of your bicycle as a result of participating in a competition, race, sportive or the likes.
3. Any theft which is not reported to the police within 24 hours and a crime reference number obtained.
4. Theft from Your Home unless at the time of the loss You have complied with Security Condition 1 as stipulated on page 9.
5. Theft away from Your Home unless You have complied with Security Condition 2 as stipulated on page 9.
6. Theft from Your Home where it has been unoccupied for longer than 28 consecutive days.
7. Theft from Your vehicle unless You have complied with Security Condition 3 as stipulated on page 9.
8. Theft where Your Bicycle has been subject to Abandonment.
9. Theft where Your Bicycle is found within 14 days of being stolen.
10. Theft as a result of Your Bicycle being used for: any business activity such as courier services or the carriage of paying passengers; whilst on loan by another person; for Your profession, Your occupation or whilst You are working for someone whether You are being paid or not.
11. Theft or loss if You or the person looking after Your Bicycle has voluntarily parted with it, even if tricked into parting with it by a third party, or in circumstances where the Bicycle loss would not be deemed to have been stolen.
12. Theft of Accessories for example: GPS Computers, lights etc, unless Your Bicycle is stolen at the same time.
13. 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.
14. Your Bicycle when loaned or hired out by You to any other person.
15. Any claim in excess of the Benefit Limit.
16. Any Components or a Bicycle not specified on the Schedule.
17. Theft where Your Bicycle is kept in Your garden or another outside area within the boundary of Your Home, unless Your Bicycle is a cargo Bicycle and the policy Security Conditions have been met.

- 18.** Theft away from Your Home where, regardless of how Your Bicycle are secured, You leave Your Bicycle Unattended for more than 18 hours (24 hours at a train station).
- 19.** Theft away from Your Home where Your Bicycle was locked through the frame and any quick release wheels with an Approved Lock to an Immovable Object, and You are unable to provide evidence of the following:
 - 19.1. The key and receipt for the purchase of the Approved Lock;
 - 19.2. The remains of the Approved Lock;
 - 19.3. A photo of the key and lock, provided We can identify such as an Approved Lock.
- 20.** Theft of Your Bicycle from a vehicle unless Your Bicycle is:
 - 20.1. Locked inside an enclosed car boot and Your Bicycle is not visible from outside of the vehicle;
or
 - 20.2. Kept inside a locked vehicle (without an enclosed car boot) and locked through the frame and any quick release wheels to a secure anchor point by an Approved Lock; or
 - 20.3. Locked and secured to a properly fixed Secure Vehicle Rack via the lockable security provision of the Secure Vehicle Rack and a Thatcham approved Alarm was fitted and active; or
 - 20.4. Locked and secured through the frame of the Bicycle to a properly fixed Secure Vehicle Rack with an Approved Lock and a Thatcham approved Alarm was fitted and active.
- 21.** Theft unless there is proven forcible or violent entry to Your Home or the vehicle where the Bicycle was kept and the specific conditions of theft of Your Bicycle and/or Accessories have been met.
- 22.** Theft from Your Home, where the following are not in operation:
 - 22.1. 5 lever Mortice or Chubb deadlock lock on all doors; and
 - 22.2. Securely Locked windows.
- 23.** Using Your Bicycle outside the Territorial Limits.
- 24.** Theft of Your Bicycle while in transit where such event has not been reported to the carrier within their specified period and the requisite reports obtained therefrom.
- 25.** The applicable Excess.

Specific Conditions

The following specific conditions are applicable to Your Bicycle Cover:

1. You must contact the Administrator on **0203 198 2828** or via email at: **hello@sundaysinsurance.co.uk** within 5 days of a claim event to notify them of such an event.
2. You must report the loss of Your Bicycle to the local police immediately on discovery of the loss or theft and provide the Administrator with the crime reference number.
3. You must provide original evidence of Your ownership of Your Bicycle when You submit a claim including the original purchase receipt or similar proof of purchase.

Cycle Hire and Transport Reimbursement

Cover

We will cover You for cycle hire or the reasonable use of public transport whilst You are awaiting repair or replacement of Your Bicycle, arising from a valid claim under this policy.

Exclusions

We cover many things, but unfortunately We cannot cover everything, so it is important to understand when You are covered and when You are not covered.

The following are excluded from cover:

Any claims by You for;

1. Cycle hire which has not been agreed by Us.
2. Hire or transport costs resulting from using Your Bicycle outside the Territorial Limits.

3. Hire or transport reimbursement where the costs to Us thereof are in excess of the value of Your Bicycle or the repair costs of Your Bicycle (whichever is the lesser).
4. Hire or transport reimbursement where the costs thereof to Us are in excess of the Benefit Limit in any one Period of Insurance.
5. Hire where Our prior authority has not been obtained.
6. The applicable Excess.

Taxi Fare Reimbursement

Cover

We will reimburse You up to the Benefit Limit as noted on Your Schedule for the reasonable costs of transportation for You and Your Bicycle to the nearest public transport station, Bicycle repair shop or Your Home, whichever is nearer, if Your Bicycle suffers a Breakdown and cannot be repaired at the Breakdown scene.

Exclusions

We cover many things, but unfortunately We cannot cover everything, so it is important to understand when You are covered and when You are not covered.

The following are excluded from cover

Any claims by You for;

1. Recovery outside the 30 miles radius of Your Home.
2. Recovery within 1.5 miles of Your Home.
3. Any further costs incurred after You have been transported to the nearest public transport station, Bicycle repair shop or Your Home, whichever is nearer.
4. A Breakdown resulting from a flat tyre, punctures or flat batteries.

5. The applicable Excess.
6. Whilst Your Bicycle is being used in a situation where adequate recovery facilities are provided.
7. More than 3 taxi reimbursement claims during a Period of Insurance or any amount above the Benefit Limit whichever is reached first.

General exclusions

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

1. Any Bicycle not specified on Your Schedule.
2. Any Bicycle where proof of ownership has not been provided.
3. Any claim arising from using a Bicycle in any trade, profession or business.
4. Any claim in excess of the Benefit Limit.
5. Any claim value associated with supplying a Bicycle and/or Components outside the UK, when available in the UK, or delivery is required to an address outside the UK.
6. 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.
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. Any loss or damage caused when anyone other than the policyholder is using the insured Bicycle.
10. 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.
11. 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.

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 Bicycle arising from any modification to Your Bicycle using non-standard or non-advised Components or processes.
14. Any consequential loss, including but not limited to loss of any supplier or service warranties. If We allege that, by reason of this exclusion, any claim is not covered by this policy the burden of proving the contrary shall be Your responsibility.
15. Any claim for damage to Your Bicycle that arises from a fire originating from the explosion, combustion, or heat discharge of an electric Bicycle battery.

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, 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. 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.
5. This policy does not cover using Your Bicycle in any trade, profession or business.
6. 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.

7. You must always take reasonable steps to prevent or minimise any loss or damage.
8. 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 Components, Bicycles. Once the Insured Item is replaced, it becomes Our sole property.

How to claim

In the event of a claim, You must contact the Administrator within 5 days of the happening of a claim event. The Administrator can be contacted by telephone on 0203 198 2828 and via email at hello@sundaysinsurance.co.uk.

Full instructions will be provided. You must co-operate fully and truthfully with the Administrator and provide any information they may need within a reasonable timeframe, as communicated by Your claims handler, in order to finalise Your claim as soon as possible. If not adhered to, Your claim will remain closed until the needed information is submitted to the Administrator .

Where We honour Your claim, We reserve the right to take possession of the damaged or stolen Bicycle, and Component as relevant.

Your cancellation rights

You may within 30 days of the Commencement Date, cancel this policy by contacting the Administrator, provided that You have no claims pending.

Our cancellation rights

We may cancel this policy at any time by sending 5 days' written notice to You by recorded delivery to Your last known address.

Enquiries and complaints

We aim to provide a high level of service and to pay claims fairly and promptly, and if You have an enquiry or complaint regarding this policy or a claim, You should first contact the Administrator on 0203 198 2828. Please quote Your policy or claim number in all correspondence.

The Administrator will acknowledge receipt by email within five business days of receiving Your complaint.

In the unlikely event that the Administrator requires longer than four weeks to complete their investigations for Your complaint, they will write to You to explain why they are not yet in a position to respond and indicate when they will make further contact (this will be within eight weeks of receipt of Your original complaint).

If You do not receive satisfaction through Our internal procedures, and the Administrator has issued You with a Final Response, You can refer Your complaint to the Financial Ombudsman Service. Their address is: Exchange Tower, London, E14 9SR or they can be contacted on 0800 678 1100. Please note that You have 6 months from the date of the Final Response in which to refer the matter to the Financial Ombudsman Service. Referral to the Financial Ombudsman Service does not affect Your right to take legal action against Us.

Definitions

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.
- When You are taking part in an Event, and You leave Your Bicycle and/or Accessories in the relevant secure zone for a period of more than 24 hours.
- 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.

Accident means a collision or crash while riding Your Bicycle which is specific, sudden, unforeseen and unintended. This happens during the Period of Insurance and is entirely outside of Your control.

Accidental Damage means damage caused to Your Bicycle, Components or Accessories arising from a

collision, crash or the action of an object striking Your Bicycle and which is sudden, unforeseen, and specific and happens during the Period of Insurance.

Administrator means the 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.

Benefit Limit means the total value covered under this Policy per each section of coverage as stated in your Policy Schedule. For Accidental Damage and Theft cover, the Benefit Limit shall be equal to the purchase price of 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.

Breakdown means the sudden unforeseen failure of Your Bicycle which precludes Your Bicycle from being used or You and Your Bicycle being involved in an Accident.

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.

Crash means a collision of the Bicycle with another object whilst it is being ridden or a fall caused by the rider losing control of the Bicycle whilst it is being ridden.

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 the premium;
- the date You cancel this Policy;
- the date We cancel this Policy for whatever reason.

Excess means the specific amount as noted in Your Schedule and the Policy that is applied to reduce Your claim benefit.

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 that has been listed on Your Policy Schedule.

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

Period of Insurance means 30 days from policy commencement date.

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.

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.

Schedule means the document that contains important information about You and this policy and forms part of the policy document.

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.

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.

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 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 person named as the policyholder on the Schedule who is resident in the United Kingdom. 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.

Important information

Excess

You will be liable to pay an Excess as detailed in Your Policy Schedule.

Changes to the policy

We reserve the right to decline any insurance risk or to change the premium and the terms quoted.

Data protection regulations

We may store Your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for 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 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.

Anti-fraud and theft registers

We may pass information to various anti-fraud and theft registers. The aim is to help insurers check the information provided and to prevent fraudulent claims. When Your request for insurance is considered, these registers may be searched. When You tell Us or the Administrator about an event, the information relating to the event will be passed on to the registers. It is a condition of this policy that You inform Us or the Administrator about an event, whether or not it gives rise to a claim.

You must not act in a fraudulent way.

If You or anyone acting for You: makes a claim under the policy knowing the claim to be false or exaggerated in any way; or makes a statement in support of a claim knowing the statement to be false in any way; or sends Us or the Administrator any documentation in support of a claim knowing the documentation to be forged or false in any way; or makes a claim for any loss caused by Your deliberate act or with Your agreement then We:

- Will not pay the claim;
- Will not pay any other claim which has been or will be made under the policy;

- May declare the policy invalid or void the policy from the date of the fraudulent act;
- Will be entitled to recover from You the value of any amount already paid for any claim under the policy;
- Will not return any of Your premiums;
- We will notify You in writing that Your policy will be terminated;
- May let the police know about the circumstances.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We cannot meet Our obligations. Further information about compensation arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100.

Material information

The information that You have provided to Us forms the basis of this insurance contract. It is very important that the information given to Us is correct. Under the Consumer Insurance (Disclosure and Representations) Act 2012, You are required to take reasonable care to answer all questions honestly, accurately and to the best of Your knowledge when You take out Your insurance policy and when notifying Us of any change to the information that has been provided. Please note that if You fail to do so, this could invalidate Your insurance cover, resulting in Your claim not being paid in full.

Language

All communication between You and Us will be conducted in English.

Other important information

Relevant English law will apply to the policy and the relevant courts of England will have exclusive jurisdiction unless You have asked for another law and We have agreed to this in writing before the Commencement Date. In accordance with the Equality Act 2010, We are able to provide, upon request a textphone facility, audio tapes and large print documentation. Please advise the Administrator if You require any of these services to be provided so that We can communicate in an appropriate manner. All communication between You and Us will be conducted in English.

Privacy and data protection notice

We are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation (“Legislation”). This notice sets out the basis on which We and the Administrator will process any personal data that We and the Administrator collect from you, or that You provide to Us and the Administrator. For the purposes of the Legislation, Red Sands Insurance Company (Europe) Ltd will qualify as the Data Controller in relation to any personal data You supply to Us.

Below is a summary of the main ways in which We process Your personal data, to see Our full Privacy Policy please visit Our website at <https://redsands.gi/privacy-policy>.

Our privacy principles

When We collect and use Your personal information, it is kept no longer than is necessary, We ensure We look after it properly and use it in accordance with Our privacy principles, We keep it safe and will never sell it.

Information We may collect or receive about You

We may collect and process personal data that You provide directly to Us by filling in forms, sending emails, over the phone or that We receive via third parties such as Our partners.

How We use Your information

For the purposes of providing insurance, handling claims, research or statistical purposes and any other related purposes. We will also use Your data to safeguard against fraud, money laundering and to meet general legal or regulatory obligations.

Disclosure of Your personal data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf, these include reinsurers, legal advisors, regulatory authorities and as may be required by law.

International transfers of data

We may transfer Your personal data to destinations outside the European Economic Area (“EEA”). Where We transfer Your personal data outside of the EEA, We will ensure that it is treated securely, and in accordance with Our privacy notice and the Legislation.

Your rights

You have the right to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

If You have any questions concerning Our use of Your personal data, please contact Red Sands Insurance Company (Europe) Ltd, Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar, GX11 1AA.