



***sundays***

**Sundays 30 Days Free  
Insurance Policy Wording**

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01.08.2022

# 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 us on 020 3198 2828.

Hope to see you out on the roads soon.



**James Clayton-Wright**  
**Underwriting Director**  
**Red Sands Insurance Company (Europe) Limited**



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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 Compass Underwriting Ltd who are Authorised and Regulated by the Financial Conduct Authority under firm reference number 304908.

## The Insurer

The Sundays 30 Days Free insurance scheme is underwritten by Red Sands Insurance Company (Europe) Limited "Red Sands", registered in Gibraltar under number 87598, registered at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. When we say 'we', 'our' or 'us' in this booklet, we mean Red Sands.

Red Sands 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 to 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 the Association of British Insurers.

# Policy summary

The following pages provide a summary of the key Policy features, benefits and any significant limits or exclusions. For full Policy details and Our full terms and conditions and contractual definitions, please read Your Policy Wording which begins on **page 9** of this document. Please refer to Your Policy Schedule to confirm Your chosen policy, cover type, applicable sections of cover and policy limits, and applicable Excess.

It is important to Us that You understand Your Policy, the full terms & conditions of Your cover, the policy benefits & exclusions; please contact the Administrator on 0203 198 2828 if You have any queries. (Europe) Limited is a member of the UK's Financial Services Compensation Scheme and the Association of British Insurers.

## What we cover

Key information about Your cover with Us

### Accidental Damage

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 Your Bicycle or the damaged part(s) up to value of the Benefit Limit.

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.

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.

For full policy wording, please refer to **page 9**.

## What is not covered

Significant exclusions or limitations

- Any bicycle purchased and received by you more than 10 days before policy activation.
- Components, including e-bike batteries unless your Bicycle is involved in the same incident.
- Damage caused in transit unless the Bicycle is securely packed in appropriate transportation equipment that fully encloses and protects Your Bicycle in its entirety.
- Damage caused to Your Bicycle by participating in a competition, race, sportive or the likes.
- Any Accidental Damage to Your Bicycle outside the Territorial Limit of England, Scotland, Wales and Northern Ireland.
- Failure to use or maintain the Bicycle in accordance with the manufacturer's instructions.
- Depreciation, deterioration, wear and tear, wet or dry rot, mildew, insect and vermin, domestic pets, mechanical or electrical breakdown, scratching, scuffing or denting or any gradual operating cause.
- Any claim arising where You and/or Your Bicycle were not clearly visible through the use of appropriate lighting, reflectors and safety clothing, as and when these are necessary.
- We reserve the right to use specialist repairers and/or suppliers for any repair work carried out and for the supply of new and/or re-conditioned parts.
- Any claim for more than the Benefit Limit.
- Claims reported later than 5 days of the incident or event responsible for the loss.
- Applicable Excess.

**Cycle hire**

We will provide cover up to the value of the Benefit Limit for;

The reasonable cost of the hire of a comparable Bicycle whilst You are awaiting repair or replacement of Your Bicycle, arising from a valid claim.

For full policy wording, please refer to **page 9**.

- Any damage that was already present when You purchased Your Bicycle.
- Any latent defects from previous repairs to Your Bicycle.
- Any claim where the hire is not subject to Our prior agreement.
- Costs of hire which are in excess of the Benefit Limit in any one Period of Insurance.
- Applicable Excess.

## What we cover

Key information about Your cover with Us

### Theft

We will replace Your Bicycle up to the value of the Benefit Limit documented on Your Schedule, if Your Bicycle is stolen during the Period of Insurance.

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.

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.

For full policy wording, please refer to **page 9**.

## What is not covered

Significant exclusions or limitations

- Any Bicycle purchased and received by You more than 10 days before policy activation.
- Any theft which is not reported to the police within 24 hours and a crime reference number obtained.
- Any theft as a result of Abandonment.
- Any theft where the item is found within 14 days of being stolen.
- Theft of your bicycle as a result of participating in a competition, race, sportive or the likes.
- Theft from Your Home unless you have complied with the definition of Your Home as stipulated on page 11 and you have complied with Security Condition 1 and/ or 3 as stipulated on pages 13 & 14.
- Theft away from Your Home unless you have complied with Security Condition 2 as stipulated on page 13.
- Theft from Your vehicle or Secure Vehicle Rack unless you have complied with Security Condition 4 as stipulated on page 14.
- Components, or removable parts, including batteries, unless Your Bicycle is stolen at the same time.
- Any theft outside the Territorial Limit of England, Scotland, Wales and Northern Ireland.
- Theft from Your garden or other outside area within the perimeter of Your property.
- Any claim for more than the Benefit Limit.
- Reporting a claim later than 5 days of the claimable incident or event.
- Applicable Excess.

# Policy Information

## Excess

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

## Cancellations

Where You elect to cancel Your Policy, no administration fee will be levied.

## Claims procedure

In the event of an Accident, loss, theft or damage giving rise or likely to give rise to a claim under this policy, You must contact the Administrator on 0203 198 2828 or via email at: [hello@sundaysinsurance.co.uk](mailto:hello@sundaysinsurance.co.uk) within 5 days of a claim event. You must co-operate fully and truthfully with Us & the Administrator and provide any information We/they may need. If You make any claim which You know is false or fraudulent in any way, this insurance will be terminated and We will not pay any claim.

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

We will not pay any costs that have not been specifically agreed by us.

## Complaints procedure

If You have a complaint regarding this policy or claim, You should first contact the Administrator. 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 have received their Final Response and the matter is still not resolved to Your satisfaction, You can refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR or on phone number 0800 023 4567.

Please note that You have six months from the date of their Final Response. Referral to the Financial Ombudsman Service does not affect Your right to take legal action against Us.



# Policy wording

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:

## Definitions

When interpreting this Policy, references to the singular include the plural and vice-versa and reference to the masculine include the feminine and vice-versa. 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.

**Accident** means a specific, sudden, unforeseen event that happens during the Period of Insurance and is entirely outside of Your control.

**Accidental Damage** means damage caused to Your Bicycle arising from a sudden, unforeseen, specific incident or event that happens during the Period of Insurance.

**Administrator** means Gator Bikesure Ltd appointed by Us to carry out the administration of this policy, including 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 £999.99; You must correctly secure it with a Sold Secure Silver rated lock.
- If Your Bicycle has an insured value of, or greater than £1,000 in value; 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 vehicle or vehicles, insured hereunder, consisting of two wheels held in a frame one behind the other, 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 covered in the schedule as an Electric Bicycle, a vehicle or vehicles, insured hereunder, consisting of two wheels held in a frame one behind the other, 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) and steered with handlebars attached to the front wheel. The power output or manufacturer of the motor and the battery's voltage or maximum speed of the bike must be displayed.
- Bicycle's that are designed to carry passengers (excluding tandems) are not covered under this policy.

**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.

**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 Accidental Damage and beyond economical repair;
- the expiry of the current Period of Insurance;
- 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 and which is payable by You.

**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 Your parent, brother, sister, son, daughter, spouse, life partner or civil partner.

**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 Racing** means partaking in activities with Your Bicycle for which You may be potentially remunerated (in money or any other form) to a value greater than £5,000 in total during the calendar year in which Your policy was inceptioned.

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

**Securely Locked** means all access points, including, but not limited to, doors, roofs and windows are fully enclosed, closed off and locked. Allowing for no entry points unless force or violence is used and there is evidence thereof.

**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.

**Unattended** means whenever your entire Bicycle is out of your direct line of sight and/or more than five (5) 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 who must be between the age of 18 and 85 and named as the policyholder on the Schedule who is resident in the United Kingdom.

**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 Schedule, where Your Bicycle is normally kept and meets the requirements of one of the following;

- a)** a brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof;
- b)** A self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof;
- c)** A communal area being an area of shared use which is located within the building stated on Your Schedule as Your primary residence but that is not visible from outside the building and/or visible to the General Passing Public and is only accessible by You and persons ordinarily residing within 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 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 any quick release wheels with an Approved Lock;
- g)** Any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 30 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.

# Your policy

## Security conditions

No.	Your bicycle's location	Security conditions
1.	<b>At Home</b>	<ul style="list-style-type: none"><li>• You must ensure that when your Bicycle is kept inside Your Home, that Your Home is securely locked whenever it is unoccupied or when You are asleep by a minimum 5 lever Mortice or Chubb deadlock in operation on all doors; and securely locked or latched windows.</li><li>• If your Bicycle is left in a garage or storage area attached to Your Home which can be directly accessed via an external door and/or window, these doors and/or windows must be locked by a minimum 5 lever Mortice or Chubb deadlock in operation on all doors; and securely locked or latched windows. We will not pay any claim for theft of your Bicycle if either the Bicycle itself including all quick release wheels are not locked by an Approved Lock to an Immovable Object or, if any external door and/or window is not locked (or securely latched if the window is not lockable) at the time of the theft/ attempted theft.</li><li>• If your Bicycle is left in an outbuilding on your property (such as a garage or a shed not attached to Your Home), it must be fully enclosed (i.e. with walls and a roof). The walls and doors must be of robust and secure construction and the doors and windows must be securely locked by a minimum 5 lever Mortice or Chubb deadlock in operation on al doors; and securely locked or latched windows.</li></ul>
2.	<b>Away from Home</b>	<p>If your Bicycle is left Unattended while away from 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 whenever your entire Bicycle is out of your direct line of sight or more than five (5) meters away from you. We will not pay for any claim which is the result of Abandonment.</p>

No.	Your bicycle's location	Security conditions
3.	<b>While kept in/on a communal area while at Your Home</b>	<p>The Bicycle must be securely locked through the frame of the Bicycle including all quick release wheels to an Immovable Object by an Approved Lock and must not be visible to the General Passing Public and or visible from outside the building.</p>
4.	<b>While in a vehicle or Secure Vehicle Rack</b>	<p>If your bicycle is left unattended while it is in, or attached to, any motor vehicle including while it is in transit or in a Secure Vehicle Rack, it must be:</p> <ul style="list-style-type: none"> <li>• locked inside an enclosed car boot and must not be visible from outside of the vehicle; or</li> <li>• kept inside a securely 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</li> <li>• locked and secured to a properly fixed Secure Vehicle Rack via the lockable security provision of the rack and a Thatcham approved Alarm must be fitted and active; or</li> <li>• 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 must be fitted and active.</li> </ul> <p>We will not pay any claim for theft of your Bicycle from the Secure Vehicle Rack of Your vehicle between the hours of 21:00-06:00, regardless of how it was secured.</p>

# Theft of Your Bicycle

## 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.

You must report the theft to the police within 24 hours and obtain a crime reference number. You must provide the Administrator with the crime reference number and contact details of the police station.

## Exclusions

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 and/or 3 as stipulated on **pages 13/14**.
5. Theft away from Your Home unless you have complied with Security Condition 2 as stipulated on **page 13**.
6. Theft from Your vehicle unless you have complied with Security Condition 4 as stipulated on **page 14**.
7. Theft where Your Bicycle has been subject to Abandonment.
8. Theft where Your Bicycle is found within 14 days of being stolen.
9. 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.
10. 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.
11. Accessories or removable parts (for example: electric Bicycle battery, GPS Computers, lights etc.).

12. Your Bicycle when loaned or hired out by You to any other person.
13. Any claim in excess of the Benefit Limit.
14. Any Components or a Bicycle not specified on the Schedule.
15. Theft from Your Home where it has been unoccupied for longer than 28 consecutive days.
16. Theft from Your garden or other outside area within the perimeter of Your property.
17. Theft away from Your Home where, regardless of how Your Bicycle is secured, if You leave Your Bicycle unattended for more than 18 hours (24 hours at a train station).
18. 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 one of the following:
  - 18.1. The key and receipt for the purchase of the Approved Lock,
  - 18.2. The remains of the Approved Lock, or
  - 18.3. A photo of the key and lock, provided We can identify such as an Approved Lock.
19. Theft of Your Bicycle from a vehicle unless Your Bicycle is:
  - 19.1. Locked inside an enclosed car boot and Your Bicycle is not visible from outside of the vehicle; or
  - 19.2. Kept inside a securely 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
  - 19.3. 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
  - 19.4. 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.
20. 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 have been met.
21. Theft from Your Home, where the following are not in operation:
  - 21.1. 5 lever Mortice or Chubb deadlock lock in operation on all doors; and
  - 21.2. Securely locked windows.
22. Using Your Bicycle outside the Territorial Limits.
23. Theft of Your Bicycle while in transit where such event has not been reported to the carrier and the requisite reports obtained therefrom.



24. Theft of Your Bicycle from Your Secure Vehicle Rack between the hours of 21:00–06:00, regardless of how it was secured.
25. The applicable Excess.

**Specific conditions**

1. You must contact the Administrator on 0203 198 2828 or via email at: [hello@sundaysinsurance.co.uk](mailto: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.

# Accidental Damage to Your Bicycle

## Cover

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 re-conditioned parts.

## Exclusions

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. Components unless Your Bicycle is involved in the same incident.
3. Your Bicycle whilst 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.
4. Structural and latent defects, faulty or defective design, materials or workmanship including mechanical Breakdown. Repairing, restoring, renovating, cleaning or dyeing.
5. The failure to use or maintain the Bicycle in accordance with the manufacturer's instructions.
6. 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.
7. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour of finish, dust, chemical action or reaction.
8. Using Your Bicycle for Professional Racing or beyond the manufacturer's specification.
9. Using Your Bicycle in competition, race, sportive or the likes.
10. Cosmetic damage that does not impede the use of Your Bicycle.
11. Damage caused in transit unless Your Bicycle is securely packed in appropriate transportation equipment that fully encloses and protects Your Bicycle in its entirety.

12. Damage to Your Bicycle while in transit where such event has not been reported to the carrier and the requisite reports obtained therefrom.
13. Accidental Damage following Abandonment.
14. Using Your Bicycle outside the Territorial Limits
15. Loss or damage arising where You 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.
16. Any claim for more than the Benefit Limit.
17. Damage caused through any process of cleaning, repairing or altering Your Bicycle.
18. Any crushing, cracking or deformation arising from tightening or clamping Your Bicycle.
19. Damage to an item of Bicycle not specified on the Schedule.
20. Any damage that was already present when You purchased Your Bicycle.
21. Any latent defects from previous repairs to Your Bicycle.
22. The applicable Excess.

### **Specific conditions**

1. You must contact the Administrator on 0203 198 2828 or via email at: [hello@sundaysinsurance.co.uk](mailto: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.

## **Cycle Hire**

### **Cover**

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

### **Exclusions**

The following are excluded from cover:

Any claims by You for;

1. Hire which has not been agreed by Us.
2. Hire where the costs to Us thereof are in excess of the purchase price of Your Bicycle or the repair costs of Your Bicycle (whichever is the lesser).
3. Hire where the costs thereof to Us are in excess of the Benefit Limit in any one Period of Insurance.
4. Hire where Our prior authority has not been obtained.
5. The applicable Excess.

# General exclusions

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

- Any Bicycle and Components not specified on Your Schedule.
- Any Bicycle where Your proof of purchase and ownership has not been provided.
- Any claim arising from using Your Bicycle 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.
- Any claim in excess of the Benefit Limit.
- 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.
- 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.
- Any losses that are not directly associated with the incident that caused You to claim, unless expressly stated in this Policy.
- Any act of dishonesty, fraud or deception by You or anyone acting on Your behalf.
- Any loss or damage caused when anyone other than the policyholder is using the insured Bicycle.
- 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.
- 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.
- Any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by:

1. An epidemic, pandemic or other such health warning, and declared as such by the Ministry of Health and/or the World Health Organisation;
  2. Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;
  3. Any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.
- Any loss, damage or theft of Your Bicycle arising from any modification to Your Bicycle using non-standard or non-advised Components or processes.
  - 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.

## 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 only be liable for Our proportionate value of the claim, such proportion being determined by reference to the cover provided under each of the relevant policies.
4. This policy does not cover Your Bicycle whilst 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.
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. 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. 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 and/or Bicycles. Once the Insured Item is replaced, it becomes Our sole property.

## How to claim

It is Your responsibility to prove the purchase price of Your Bicycle.

In the event of a claim You must contact the Administrator within 5 days of the happening of a claim event by either telephone on 0203 198 2828 or via email at: [hello@sundaysinsurance.co.uk](mailto: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.

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

## Cancellation

You may cancel this policy at any time within the 30 day period from the Commencement Date by contacting the Administrator, provided that you have no claims pending.

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

In the unlikely event that You do not receive satisfaction through Our internal procedures, and they have 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 six months from the date 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.

# Important information

## About the Insurer

Red Sands Insurance Company (Europe) Limited (“Red Sands”) 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 to 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 the Association of British Insurers. Red Sands Insurance Company (Europe) Limited is registered in Gibraltar under company number 87598 and their registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. As the underwriter Red Sands is responsible for this policy document.

## 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 void;
- Will be entitled to recover from You the amount of any claim already paid under the policy;
- Will not return any of Your premiums;
- 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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto: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 the 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 Us 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 will process any personal data that we collect from you, or that you provide to us. 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 <http://www.redsands.gi>.

### **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.