



# Policy Wording

Policy Booklet • 10.2023

# 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.**

# Index

---

Policy Wording	1
Welcome	2
Index	3
Who we are	4
Who can get this insurance?	5
Locking & Security Requirements	6
Security Conditions	9
About this policy booklet	10
Bicycle Cover	10
Cyclist Cover	18
General exclusions	23
General conditions	24
Proof of ownership	25
Claims and our claims procedure	26
How to claim	26
How your claims is settled	27
Your cancellation rights	28
Our cancellation rights	28
Enquiries and complaints	29
Definitions	29
Important information	34

# 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.

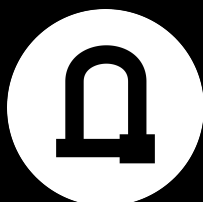
### Definition of Approved Lock

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](http://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 29 - 33 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 29 -33 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 two types of insurance cover. The first part is for the Bicycle and the second part is for the Cyclist. Please refer to Your Policy Schedule to confirm Your chosen policy, cover type, applicable sections of cover and policy limits, and applicable Excess. When reading this Policy the words described on page 29 - 33 will have the meanings described wherever they appear in this document.

In return for the payment of the correct premium, We will provide the following cover as outlined in the sections below, subject to the policy terms, conditions and exclusion.

## Bicycle Cover

---

This section of the policy booklet outlines the cover that specifically relates to Your Bicycle. **The words on pages 29 - 33 have specific meanings throughout the document and should be referenced when reading this section.**

### Accidental Damage to Your Bicycle and Accessories

#### Cover

We will cover Your Bicycle and Accessories for the following situations:

##### Crash Damage

If Your Bicycle collides with another object while being ridden or if there's a fall due to You losing control of Your Bicycle.

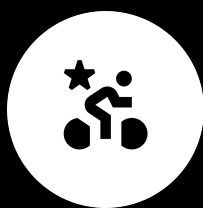
##### Malicious Damage

If Your Bicycle is damaged as a result of attempted theft or any deliberate wrongful act driven by malice, vindictiveness, or spite with the specific intention of damaging Your Bicycle.

##### Accidental Damage

If there's damage to Your Bicycle, Components, or Accessories 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.



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 Your Bicycle Cover:

Any claims by You for;

1. Damage to Your Bicycle, Accessories and/or Additional Wheelset that did not arise from a specific and unforeseen incident or event that happens suddenly and was unintended.
2. Accessories and Components unless Your Bicycle is involved in the same incident.
3. Your Bicycle and/or Accessories whilst being used on loan by another person or for hire, reward, courier services or the carriage of paying passengers.
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 and/or Accessories 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 and/or Accessories as a Professional Cyclist or beyond the manufacturer's specification.
9. Using Your Bicycle and/or Accessories in competition unless the Racing cover option is selected.
10. Cosmetic damage that does not impede the use of Your Bicycle and/or Accessories.

11. 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.
12. Damage caused in transit unless Your Bicycle and/or Accessories is securely packed in appropriate transportation equipment that fully encloses and protects Your Bicycle and/or Accessories in its entirety.
13. Damage to Your Bicycle and/or Accessories while in transit (if relevant cover selected under this policy) where such event has not been reported to the carrier within their specified period and the requisite reports obtained therefrom.
14. Damage caused to Your Bicycle and/or Accessories 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.
15. Accidental Damage following Abandonment.
16. Using Your Bicycle and/or Accessories outside the Territorial Limits unless the Worldwide cover option is selected.
17. 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.
18. The value greater than the Sum Insured.
19. The total of all claims made under this section of the policy during the Period of Insurance are in excess of Your Bike value and/or specified Accessories.
20. Damage caused through any process of cleaning, repairing or altering Your Bicycle or Accessories.
21. Any crushing, cracking or deformation arising from tightening or clamping Your Bicycle, any Component or Accessory thereon.
22. Damage to an item of Accessories or Bicycle not specified on the Schedule.
23. The applicable Excess.

## Specific Conditions

---

### **The following specific conditions are applicable to Your Bicycle Cover:**

1. You must provide original evidence of Your ownership of the Bicycle and/or Accessories when You submit a claim including the original purchase receipt or similar proof of purchase as outlined on page 26 of this policy.

2. In order to adjudicate a claim, We reserve the right to have a suitably qualified expert inspect Your Bicycle and/or Accessories.

## Theft of Your Bicycle and/or Accessories



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 cover Your Bicycle and/or Accessories if Your Bicycle and/or Accessories are stolen from Your Home, or Away from Your Home, provided You have complied with the conditions of this policy and the Security Conditions set out on page 9. For information on how Your claim is settled please refer to page 26.

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 Your Bicycle Cover:

Any claims by You for;

1. Theft from Your Home unless You have complied with Security Condition 1 as stipulated on page 9.

2. Theft away from Your Home unless You have complied with Security Condition 2 as stipulated on page 9.
3. Theft from Your Home where it has been unoccupied for longer than 28 consecutive days.
4. Theft from Your vehicle unless You have complied with Security Condition 3 as stipulated on page 9.
5. Theft where Your Bicycle and/or Accessories has been subject to Abandonment.
6. Theft where Your Bicycle and/or Accessories is found within 14 days of being stolen.
7. Theft as a result of any business activity, Your profession, Your occupation or whilst You are working for someone whether You are being paid or not.
8. Theft or loss if You or the person looking after Your Bicycle and/or Accessories has voluntarily parted with it, even if tricked into parting with it by a third party, or in circumstances where the Bicycle and/or Accessories loss would not be deemed to have been stolen.
9. Theft of Accessories for example: GPS Computers, lights etc, unless Your Bicycle is stolen at the same time.
10. 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.
11. Your Bicycle and/or Accessories when loaned or hired out by You to any other person.
12. Any claim in excess of the Benefit Limit.
13. Any Accessories, Components or a Bicycle not specified on the Schedule.
14. Theft where Your Bicycle and/or Accessories 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.
15. Theft away from Your Home where, regardless of how Your Bicycle and/or Accessories are secured, You leave Your Bicycle and/or Accessories Unattended for more than 18 hours (24 hours at a train station).
16. 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:
  - 16.1. The key and receipt for the purchase of the Approved Lock;
  - 16.2. The remains of the Approved Lock;
  - 16.3. A photo of the key and lock, provided We can identify such as an Approved Lock.
17. Theft of Your Bicycle and/or Accessories from a vehicle unless Your Bicycle is:

- 17.1. Locked inside an enclosed car boot and Your Bicycle is not visible from outside of the vehicle;  
or
  - 17.2. 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
  - 17.3. 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
  - 17.4. 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.
- 18.** Theft unless there is proven forcible or violent entry to Your Home or the vehicle where the Bicycle and/or Accessories was kept and the specific conditions of theft of Your Bicycle and/or Accessories have been met.
- 19.** Theft from Your Home, where the following are not in operation:
- 19.1. 5 lever Mortice or Chubb deadlock lock on all doors; and
  - 19.2. Securely Locked windows.
- 20.** Using Your Bicycle and/or Accessories outside the Territorial Limits unless the Worldwide cover option has been selected.
- 21.** Theft of Your Bicycle and/or Accessories while in transit where such event has not been reported to the carrier within their specified period and the requisite reports obtained therefrom.
- 22.** The applicable Excess
- 23.** If the total of all claims made under this section of the policy during the Period of Insurance are in excess of Your Bike value and/or specified Accessories.

## Specific Conditions

---

### **The following specific conditions are applicable to Your Bicycle Cover:**

- 1.** You must report the loss of Your Bicycle and/or Accessories to the local police immediately on discovery of the loss or theft and provide the Administrator with the crime reference number.
- 2.** You must provide original evidence of Your ownership of Your Bicycle and/or Accessories when You submit a claim including the original purchase receipt or similar proof of purchase as outlined on page 25 of this policy.

# 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 the Accidental Damage and/or Theft cover on page 13 of 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 Your Bicycle 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 unless the Worldwide cover is shown as selected and included on Your Schedule.
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 Your Bicycle 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.

# Cyclist Cover

This section of the policy booklet outlines the cover that specifically relates to the insured. **The words on pages 29 - 33 have specific meanings throughout the document and should be referenced when reading this section.**

## Personal Accident

### Cover

If You are riding a Bicycle and You are killed, injured or become ill as a result of an Accident during the Period of Insurance, We will pay the appropriate benefit shown in the benefit scale below, but We will not pay more than one of the benefits under (1) to (5) in respect of the same Accident.

#### Benefit scale:

1. Death	£20,000
2. Permanent blindness in one or both eyes	£20,000
3. Loss of Limb	£20,000
4. Permanent Total Disablement	£20,000
5. Private (Non NHS) Emergency Medical, Physiotherapy and Dental Care	£1,000

## 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 Your Cyclist Cover:

Any claims by You;

1. For more than one of the benefits listed above in items (1) to (5) during the Period of Insurance.
2. For death if this occurs outside the Period of insurance.
3. For death if this occurs more than 4 weeks after the date You were injured.
4. For permanent Total Disablement if this occurs outside the Period of Insurance.
5. Permanent Total Disablement until 52 weeks after the date of the Accident unless such Permanent Total Disablement is confirmed by a medical professional of Our choosing.
6. For temporary Total Disablement.
7. For an Accident resulting in a head injury if You were not wearing certified protective headgear manufactured to BS EN 1078 or Snell standard, at the time of the Accident.
8. If You are under 16 years old.
9. If the Accident did not involve the use of a Bicycle (including Your Bicycle).
10. If it relates directly or indirectly from stress, trauma or psychiatric illness.
11. For any claims if the Accident was as a result of:
  - 11.1. Any business activity, Your profession, Your occupation or whilst You are working for someone whether You are being paid or not;
  - 11.2. Use of a Bicycle (including Your Bicycle) beyond the manufacturer's specifications and Your own competence;
  - 11.3. Using a Bicycle (including Your Bicycle) as a Professional Cyclist;
  - 11.4. Using a Bicycle (including Your Bicycle) for competitions unless the Racing cover option has been selected;
  - 11.5. Using a Bicycle (including Your Bicycle) for hire, reward, courier services or the carriage of paying passengers;
  - 11.6. Using a Bicycle to carry a passenger, and the actions of the passenger caused the accident.
12. Resulting from You being under the influence of drugs (unless it was under the proper medical supervision and not to treat any drug addiction) or alcohol, or if there is evidence of suicide, self injury or intentional self-harm.
13. Resulting from You deliberately exposing Yourself to exceptional danger, unless it was an attempt to save someone's life.

14. For a criminal act.
15. The result of the Accident has been made worse because of a pre-existing injury, condition or illness You had before the Accident.
16. For any claim arising where You and the Bicycle (including Your Bicycle) were not clearly visible through the use of appropriate lighting, reflectors and safety clothing, as and when these are deemed necessary precautions.
17. Where You have not paid the applicable Excess.

## Specific Conditions

---

### **The following specific conditions are applicable to Your Cyclist Cover:**

If You are injured You must seek medical attention as soon as possible;

1. We reserve the right to have a suitably qualified professional examine Your condition at regular intervals.
2. In the event of a claim, We and the Administrator may need to access Your medical records. You agree that You will work with Us and/or the Administrator in providing Us and/or the Administrator with access to Your medical history as may be required for the assessment of Your personal injury claim.

## Public Liability

For claims made against You for death, accidental Bodily Injury, disease, loss of property or damage to property arising from one event or all events of a series consequent on one original cause happening during the Period of Insurance and caused by You when riding a Bicycle and are found legally liable. This cover includes the legal cost and expenses of defending a claim made against You.

### Cover

We will pay up to the maximum Benefit Limit as noted on the Schedule in respect of:

1. Compensation and the claimant's costs and expenses and/or;
2. The legal cost and expenses of defending a claim made against You under this section.

## 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.**

This policy shall not apply to liability in respect of:

Any claims by You for;

1. Death, accidental Bodily Injury, disease, loss of property or damage to property sustained to or in connection with carrying any passengers or animals on a Bicycle that is not designed or professionally adapted to carry passengers.
2. Death, accidental Bodily Injury, disease, loss of property or damage to property sustained in connection with Your carrying on of any trade, business or profession or the use of a Bicycle (including Your Bicycle) for hire or reward, courier services or the carriage of paying passengers.
3. Death, Bodily Injury, disease, loss of property or damage to property sustained to or in connection with:
  - 3.1. any person handling a Bicycle (including Your Bicycle), regardless whether it was with or without Your permission or consent;
  - 3.2. any person that lives with You, any member of Your Immediate Family, except when carried as a passenger.
  - 3.3. any person in the course of their employment or under a contract of service or apprenticeship with You, guest, employer or any person with whom You have a contractual or business relationship;
  - 3.4. any member of the same club, group or association to which You belong where existing insurance covers are in place;
  - 3.5. any other participant or competitor in the same Event as You.
4. Loss or damage to any property owned, held in trust, in the charge of or under Your control, any person handling a Bicycle (including Your Bicycle) with Your permission and consent, any person that lives with You, any member of Your Immediate Family, Your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with You, guest, employer or any person with whom You have a contractual or business relationship.
5. Pollution or contamination of water, buildings or structures, land or the atmosphere and death, Bodily Injury, disease, loss of property or damage to property caused by such pollution or contamination other than if caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time.

6. Use of a Bicycle (including Your Bicycle) beyond the manufacturer's design and Your own competence.
7. Any event which results from Your deliberate act or omission and which could reasonably have been expected by You having regards to the nature and circumstances of such act or omission.
8. Any liability not involving the use of a Bicycle (including Your Bicycle).
9. Using a Bicycle (including Your Bicycle) for competitions unless the Racing cover option has been selected.
10. Using a Bicycle (including Your Bicycle) as a Professional Cyclist.
11. You being under the age of 16.
12. Death, Bodily Injury, disease, loss or damage to property as a result of any person handling a Bicycle (including Your Bicycle), regardless whether it was with or without Your permission or consent.
13. Liability created by an agreement, which would not have existed in the absence of the agreement.
14. Punitive, exemplary or aggravated damages that have been awarded against You.
15. Any act of terrorism.
16. Any public liability arising out of using a Bicycle (including Your Bicycle) in the USA or Canada.
17. Any claim arising where You and the Bicycle (including Your Bicycle) were not clearly visible through the use of appropriate lighting, reflectors and safety clothing, as and when these are deemed necessary precautions.
18. Any liability to another cyclist or their property arising from:
  - 18.1. An accident whilst You are participating in an organised race or cycling event, including but not limited to a social group or club event;
  - 18.2. An accident whilst cycling in formation, in a group or peloton, or otherwise in circumstances where another cyclist / cyclists follows behind You or next to you.
19. The applicable Excess.

## Specific Conditions

---

### **The following specific conditions are applicable to Your Cyclist Cover:**

If You are injured You must seek medical attention as soon as possible;

1. You must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.

2. You must inform Us immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings. You must send Us all correspondence and documentation You receive without replying to it.
3. You must allow Us to take over and conduct in Your name the defence or settlement of any claim for Our own benefit.
4. You must allow Us to institute proceedings in Our name, at Our own expense and for Our own benefit, to recover compensation or secure an indemnity from any third party and provide Us with all information and assistance as We may require.
5. For any claim or series of claims We may at any time pay You the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for thereafter.
6. We will have no further liability in respect of the claim(s) except for the third party's costs and expenses incurred up to the date of payment, up to the limit of the indemnity noted on the Schedule.

## General exclusions

---

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

1. Electric Bicycle unless specified as covered on Your Policy Schedule.
2. Any Bicycle, Components and/or Accessories not specified on Your Schedule.
3. Any Bicycle, Components and/or Accessories where proof of ownership has not been provided.
4. Any claim if the premium has not been received by Us.
5. Any claim arising from using a Bicycle and/or Accessories in any trade, profession or business.
6. Any claim in excess of the Benefit Limit, Replacement Cost or Market Value (whichever is the lesser).
7. Any claim value associated with supplying a Bicycle, Components, and/or Accessories outside the UK, when available in the UK, or delivery is required to an address outside the UK.
8. 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.
9. Any losses that are not directly associated with the incident that caused You to claim, unless expressly stated in this Policy.
10. Any act of dishonesty, fraud or deception by You or anyone acting on Your behalf.

11. Any loss or damage caused when anyone other than the policyholder is using the insured Bicycle and/or Accessories.
12. 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.
13. 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.
14. Any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by;
  - 14.1. An epidemic, pandemic or other such health warning, and declared as such by the Ministry of Health and/or the World Health Organisation;
  - 14.2. Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;
  - 14.3. Any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.
15. Any liability arising out of using a Bicycle (including Your Bicycle) in the USA or Canada.
16. Any loss, damage or theft of Your Bicycle and/or Accessories arising from any modification to Your Bicycle or Accessories using non-standard or non-advised Components or processes.
17. 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.
18. Any claim for damage to Your Bicycle, or for Your legal liability to another person, 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 the Theft, Accidental Damage, and Public liability cover sections, and there is any other insurance policy in Your name which is in force and which provides cover for the same expense, loss, damage or liability then We will not be liable for any part of the claim.
4. If You are Underinsured then We will only pay the insured proportion of Your claim.
5. 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.
6. This policy does not cover using Your Bicycle and/or Accessories in any trade, profession or business.
7. 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.
8. 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.
9. You must always take reasonable steps to prevent or minimise any loss or damage.
10. We reserve the right to take full possession of any Insured Item which is subject to a successful claim made by You. This includes, but is not limited to; damaged/stolen Accessories, Components, Bicycles. Once the Insured Item is replaced, it becomes Our sole property.

## Proof of ownership

---

1. We require that You provide proof of ownership of the Bicycle before You make a claim under Your policy.
  - 1.1. If You purchased Your Bicycle new less than 30 days from policy inception, please provide Us with a copy of Your purchase receipt and Bicycle's serial number;
  - 1.2. If Your Bicycle is older than 30 days from policy inception or purchased second hand, please provide Us with two digital images showing the whole Bicycle (one left and one right hand image), and one digital image of the Bicycle's serial number (generally located under the

Bicycle's bottom bracket). Please include Your policy number written on a piece of paper and visible within the picture when taking the photos.

## Claims and our claims procedure

---

As to the Bicycle Cover Section on page 10; it is Your responsibility to prove the value of Your Bicycle and/or Accessories. We and/or the Administrator reserve the right to set the relevant Market Value by reference to experts or the value determinable by a review of similar Bicycles and/or Accessories for sale in the open market.

For a claim under the Personal Accident Cover Section on page 18; We and/or the Administrator may need to access Your medical records. You agree that You will work with Us and/or the Administrator in providing Us and/or the Administrator with access to Your medical history as may be required for the assessment of Your personal injury claim.

Where We honour Your claim, We reserve the right to take possession of the damaged or stolen Bicycle, Components and/or Accessories as relevant (in the event that the bike is recovered within 14 days of the theft).

We will not pay any claim or costs that have not been specifically agreed by Us and/or if You have not provided proof of ownership of the claimed Bicycle.

## How to claim

---

In the event of a claim under either the Bicycle Insurance or Cyclist Insurance policy, You must contact the Administrator within 30 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](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 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

For a claim under Personal Accident Cover, You must allow Us and/or the Administrator access to Your medical records should We require these in order to assess Your claim.

Where We honour Your claim, We reserve the right to take possession of the damaged or stolen Bicycle,

Component, Accessories as relevant.

## How your claims is settled

---

We understand that in the event of a claim You want to get back on Your Bicycle as quickly as possible, We and the Administrator will work to get You back in the saddle and will keep You informed throughout the process.

**If We accept Your claim, We will at Our discretion:**

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

**The maximum value of Your claim settlement will be based on the lesser of:**

- Your Benefit limit; or
- Our Replacement Cost.

The above settlement will be paid less applicable excess and in the event of a Total Loss, any uncollected premium.

**Claims are settled on the following basis:**

**For new Bicycles:**

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

**For second hand Bicycles:**

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

**Accessories and Additional Wheelsets:**

- The cost of replacement taking into account depreciation applied for wear and tear and calculated from the recommended retail price of an equivalent replacement item when purchased new, as follows:
  - ◆ Less than three years old; the cost of replacement as new;
  - ◆ Between three and five years old, a 30% reduction for wear and tear;
  - ◆ Each year thereafter (of part thereof), a further reduction of 10% per year.

We reserve the right to use specialist repairers and suppliers for any repair work carried out and for the supply of new and/or reconditioned parts. If We have settled Your claim, the salvage items become Our property. We will pay the maximum individual or aggregate value of the Insured Items as shown on Your

Policy Schedule unless otherwise limited in the policy conditions.

**If Your Bicycle is underinsured and You make a claim:**

It is Your responsibility to ensure the Sum Insured (Benefit Limited) represents the current Replacement Cost of Your bike. If Your Bicycle is underinsured, Your claim settlement may be reduced by us to reflect this. You are considered to be underinsured if the Benefit Limit at the time of the loss is less than 80% of the Replacement Cost of the Bicycle or custom part or accessory. Under these circumstances, any amount payable by Us will be adjusted to the 'insured percentage' of the Bicycle or custom part or accessory, less any applicable Excess.

Example:

- Bicycle Replacement Cost = £5,000
- Total Benefit Limit = £3,000
- Insured percentage =  $\text{£3,000} \div \text{£5,000} = 60\%$

## Your cancellation rights

---

You may within 14 days of the Commencement Date, cancel this policy by contacting the Administrator. If You cancel within this period You will be entitled to a refund of any premiums paid provided that no claim has been submitted.

After the expiry of the 14 day period referred to above and subject to no claim pending, You may cancel this policy by requesting the Administrator to do so.

If You cancel Your policy and Your premium was paid on a monthly basis, there will be no refund due, however, if You have paid Your premium annually in advance, we will calculate the premium for the period You have been insured and refund any balance.

## Our cancellation rights

---

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

If We cancel Your policy and Your premium was paid on a monthly basis, there will be no refund due, however, if You have paid Your premium annually in advance, We will calculate the premium for the period You have been insured and refund any balance.

If Your Bicycle was written off or stolen, and We agree to settle Your claim on a Total Loss basis, We will have met Our responsibilities to You under the policy and therefore, no premium refund will be due where You have paid Your premium annually in advance, where You have paid Your premium monthly, the premium for the remainder of the full policy period will be due upon cancellation.

# 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.

**Additional Wheelset** means any pair of Bicycle specific wheels that are not Your Primary Wheelset.

**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 and stated on Your Policy Schedule. Including Your Bicycle, any Accessories or Components.

**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.

**Bodily Injury** means an identifiable injury sustained by You during the Period of Insurance and is caused by an Accident;

**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.

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

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

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

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

**Event** means an organised sportive, charity ride, triathlon, amateur race or similar type of organised activity involving use of Your Bicycle, Components and/or Accessories.

**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, Components and/or Accessories that have been listed on Your Policy Schedule and the correct premium has been paid to Us.

**Loss of Limb(s)** means a physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total irrecoverable loss of use of hand, foot, arm or leg.

**Malicious Damage** means damage caused by attempted theft or a wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the Bicycle.

**Market Value** means the best-estimated price that a willing buyer would pay a willing seller for an item in

an open and competitive market for a Bicycle or component or accessory or wheelset of similar make, model, quality, material, condition, function, type and age. The Market Value is determined by taking the average of the values of similar items listed for sale in the open market (like used Bicycle sale websites) at the time of a claim.

**New for Old** means the cost of a comparable new replacement for Your Bicycle, Components, additional wheelset and/or Accessories.

**Period of Insurance** means a calendar year for which You may pay Us the agreed premium annually in advance or monthly on the due date.

**Permanent Total Disablement** means a condition which entirely prevents the insured person from attending to any business or occupation of any and every kind and lasts 12 calendar months and at expiry of that period being beyond hope of improvement.

**Physiotherapy** means physiotherapy obtained for injuries sustained in an Accident within 30 days of such Accident.

**Primary Wheelset** means the highest value Bicycle specific wheelset You own or use on Your Bicycle.

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

**Private (Non-NHS) Emergency Medical, Dental Care** means medical or dental care sought from a private hospital, clinic or practice and obtained for injuries sustained in an Accident within 24 hours of such Accident.

**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.

**Replacement Cost** means the cost at which We can source an item subject to a claim. The cost is based on the settlement conditions as outlined on **page 27** of the policy and is determined by whether the claim is for a new Bicycle, second hand Bicycle, accessory and/or wheelset.

**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.

**Sum Insured** means the total value of an individually Insured Item, as chosen by You and stated on Your Policy Schedule.

**Temporary Total Disablement** means a condition that prevents You from carrying out all the duties of Your job.

**Territorial Limits** means England, Scotland, Wales and Northern Ireland when You have selected Bicycle Insurance without the “Worldwide Cover” extension. When you have selected Bicycle Insurance and included “Worldwide Cover” the Territorial Limit is amended to Worldwide for up to 365 days per annum, limited to 90 consecutive days per journey that is outside of England, Scotland, Wales and Northern Ireland. The Cyclist Insurance is extended to Worldwide as standard (up to 365 days per annum, limited to 90 consecutive days per journey), however Public Liability cover is not available in the USA and Canada.

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

**Transition area** means a designated area as defined by the organisers of a competitive triathlon or biathlon where you, as the participant, store different kit to be used as You change between disciplines. Bicycles are not required to be locked while in the transition area.

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

**Underinsured** means the cost of replacing Your Bicycle and/or Components and/or Accessories or part thereof, at time of claim, is more than the Sum Insured.

**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

You must tell the Administrator about any changes to Your Bicycle or any relevant circumstances that would influence the Our decision to provide this insurance, within 30 days of any change happening.

### Changes to the policy

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

### Automatic renewal

At the end of each Period of Insurance the Administrator will advise You about any changes to the premium and/or policy terms and conditions. As this is a monthly contract, which runs for 12 consecutive months, the policy will automatically continue for each Period of Insurance and We will continue to take payments unless You tell the Administrator otherwise.

## **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](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 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.

## Contact Us

If You need to contact Us You can do so by  
email at [hello@sundaysinsurance.co.uk](mailto:hello@sundaysinsurance.co.uk) or by  
calling 0203 198 2828.

