Theft Only Policy Wording

Policy Booklet • 05.2025

Welcome

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

At Sundays 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

Welcome	2
Index	3
Who we are	4
Definitions	5
Who can get this insurance?	10
Locking & Security Requirements	11
Security Conditions	13
About this policy booklet	15
Bicycle Cover	15
General exclusions	20
General conditions	21
Proof of ownership	22
Claims and our claims procedure	22
How to claim	23
How your claim is settled	23
Cancellation rights	24
Enquiries and complaints	25
Important information	26

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 Twothreebird UK 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) Ltd 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) Ltd 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) Ltd is a member of the UK's Financial Services Compensation Scheme and Association of British Insurers.

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;
- ➔ When You are taking part in an Event, and You leave Your Bicycle 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.

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 £1500; You must correctly secure it with a Sold Secure Silver rated lock.
- ➔ If Your Bicycle has an insured value of, or greater than £1500; 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.

Bicycle means one of the following:

- ➔ A Bicycle propelled entirely by human power with pedals and steered with handlebars attached to the front wheel and has no other assisted means of motion and is not subject to the requirements of the Road Traffic Act; or
- ➔ If reflected as an Electric Bicycle, a Bicycle propelled by human power with pedals, but assisted by an electric motor of no more than 250 watts maximum power output, such electric motor should not be able to propel the Bicycle when it's travelling at more than 15.5 miles per hour. The power output or manufacturer of the motor and the battery's voltage or maximum speed of the bike must be displayed.
- ➔ Bicycles that are designed or professionally adapted to carry passengers.

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

this policy starts.

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

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.

Enclosed Structure means a fully enclosed and secure structure with walls, a floor, and a roof that is Securely Locked, for example a building, garage, storage unit, bicycle hanger, or a shed.

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 and/or Components.

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

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

Immovable Object means a solid object made from concrete or steel which is not capable of being removed or undone without specialised equipment and under or over which Your Bicycle cannot be manoeuvred.

Insured Item(s) means an item including Your Bicycle that has been listed on Your Policy Schedule and the correct premium has been paid to Us.

In-transit means that Your Bicycle and/or Components are being transported by a commercial third-party provider such as a specialist Bicycle transport company or courier (by air, sea, road or rail).

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.

Non-quick Release Wheels means wheels with skewers that require specialist tools to loosen the skewers in order to remove the wheels from the Bicycle.

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.

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

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

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 22** of the policy and is determined by whether the claim is for a new or second hand Bicycle.

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.

Secured Boundaries means a physical perimeter that restricts unauthorised access to Your Home, such as walls, fences, doors, or other barriers. Entry points must be Securely Locked or otherwise controlled to prevent intrusion.

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

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

Sponsored Cyclist means a person that receives a discount of greater than 50% of the recommended retail price of a bicycle in the role of a sponsored cyclist or brand ambassador rider.

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

Temporary Residence means a location that is not Your Home and where You stay for more than one night but not for more than 90 days during the Period of Insurance and which meets the security conditions of this policy.

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

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

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 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 and who is 18 years or older. 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 14 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 includes the following, provided the conditions of each are met:

A. Privately Accessed Enclosed Structures located within the Secured Boundaries of Your Home, for example a building or outbuilding, garage, a storage unit or shed. These structures need to be fully enclosed with walls and a roof and access to these structures should be solely restricted to You or Your Immediate Family.
B. Non-Privately Accessed Enclosed Structures located within the Secured Boundaries of Your Home, for example a communal area or a shared storage unit. These structures need to be fully enclosed with walls and a roof and access is not solely restricted to You and Your Immediate Family.
C. A Secure Bicycle Hanger provided the unit is located within a one mile radius of Your Home.
D. A Privately Accessed garden or outside area within the Secured Boundaries of Your primary residence
E. Temporary Residence where You stay for more than one night but not for more than 90 days during the Period of Insurance and which meets the security conditions of this policy.

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, it is locked through the frame and all quick release wheels to an Immovable Object by an Approved Lock. If Non-quick Release Wheels are used on Your Bicycle then these wheels do not have to be locked by an Approved Lock to the frame or an Immovable Object.

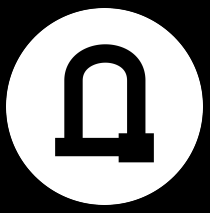
Definition of Approved Lock

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 £1,500, use a Sold Secure Silver rated lock.
- ➔ If Your Bicycle is insured for £1,500 or more, use a Sold Secure Gold rated lock.



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

Correctly Locking Your Bicycle

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

Correct



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

Incorrect



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

Correct



The locks securely pass through both the main frame of the Bicycle and the bike stand. If the wheels used are **Non-quick Release wheels**, the wheels do not have to be locked by an Approved Lock.

Incorrect



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

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

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



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

Security Conditions

Please be sure you know and follow the Security Conditions in this policy. If you don't, your claim might not be accepted. **Refer to words with special meaning on page 5 - 8 for the full definition of Your Home.**

1. At Your Home

When You are at Your Home or Your Bicycle is kept at Your Home, You have to follow the security rules in this section. This means the usual storage location of Your Bicycle must be Your Home and You must store Your Bicycle the way it is described here, otherwise Your claim might not be accepted.

If Your Bicycle is kept inside a Privately Accessed Enclosed Structure within the Secured Boundaries of Your Home, all doors and windows must be locked when it is unoccupied or whilst You are asleep. Doors that lead to the outside must be locked by a minimum 5 lever Mortice lock, a uPVC Multipoint door lock, a CEN Grade 3 closed shackle padlock, or a Chubb/ Yale/ Union deadlock. Any electric or 'up and over' garage door must be approved by 'Secured by Design', or have a door defender installed. There cannot be an external override capable of opening the door or shutters either. If Your Privately Accessed Enclosed Structure cannot meet any of the aforementioned locking requirements, You must secure Your Bicycle to an Immovable Object through the frame with an Approved Lock inside the Enclosed Structure.

If Your Bicycle is kept inside a non-Privately Accessed Enclosed Structure within the Secured Boundaries of Your Home, 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. A Bicycle Hanger must be located within a one mile radius of Your Home and the unit must be Securely Locked. If Your Bicycle is an E-Bike and the display unit is removable, You need to remove it if Your Bicycle is Unattended.

If Your Bicycle is kept in Your Privately Accessed garden or another Privately Accessed outside area, it must be within the Secured Boundaries of Your Home and out of sight of the passing public, all Accessories must be removed and it must be locked by an Approved Lock to an Immovable Object through the frame and all quick release wheels. If Your Bicycle is an E-Bike and the display unit is removable, You need to remove it if Your Bicycle is Unattended.

2. Away from Your Home

When Your Bicycle is away from Your Home, You have to follow the security rules in this section. This means You must secure Your Bicycle the way it's described here, otherwise Your claim might not be accepted.

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. If Your Bicycle is an E-Bike and the display unit is removable, You need to remove it if Your Bicycle is Unattended.

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 5 - 8 for the full definition of Abandonment.

3. Transporting Your Bicycle with Your Vehicle

When you are transporting Your Bicycle in Your vehicle or on a Secure Vehicle Rack, You have to follow the security rules in this section. This means You must store Your Bicycle the way it's described here, otherwise Your claim might not be accepted.

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 of a Securely Locked vehicle; or

Locked and secured to a properly fixed Bicycle rack via the lockable security provision of the Bicycle rack and a Thatcham approved Alarm was fitted and active; 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.

If Your Bicycle is an E-Bike and the display unit is removable, You need to remove it if Your Bicycle is Unattended.

About this policy booklet

Please note this policy booklet comprises one type of insurance cover, namely Bicycle cover. 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 5 - 8 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 section below, subject to the policy terms, conditions and exclusion.

Bicycle Cover

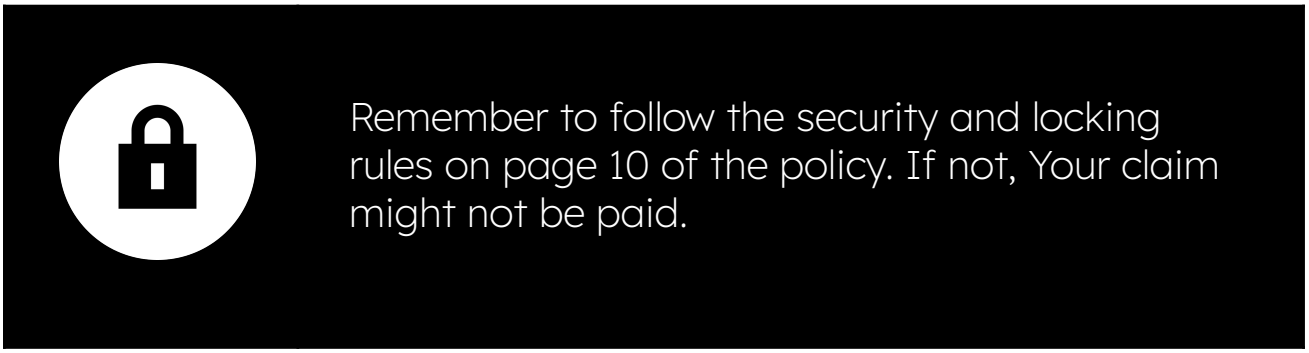
This section of the policy booklet outlines the cover that specifically relates to Your Bicycle. **The words on pages 5 - 8 have specific meanings throughout the document and should be referenced when reading this section.**

Theft of Your Bicycle

Cover

We will cover Your Bicycle if Your Bicycle is 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 13 and the incident occurred within the Period of Insurance. For information on how Your claim is settled please refer to page 22.

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 13.
2. Theft away from Your Home unless You have complied with Security Condition 2 as stipulated on page 13.
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 13.
5. Theft where Your Bicycle has been subject to Abandonment.
6. Theft where Your Bicycle is found within 14 days of being stolen.
7. Theft as a result of using Your Bicycle for 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 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.
9. 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.
10. Your Bicycle when loaned or hired out by You to any other person.
11. Any claim in excess of the Benefit Limit.

12. Any Bicycle not specified on the Schedule.

13. Theft where Your Bicycle is kept in Your garden or another outside area within the boundary of Your Home, unless You have complied with Security Condition 1 as stipulated on page 13.

14. Theft away from Your Home where, regardless of how Your Bicycle is secured, You leave Your Bicycle Unattended for more than 18 hours (24 hours at a train station).

15. 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:

15.1. The key and receipt for the purchase of the Approved Lock; or

15.2. The remains of the Approved Lock; or

15.3. A photo of the key and lock, provided We can identify such as an Approved Lock.

16. Theft of Your Bicycle from a vehicle unless Your Bicycle is:

16.1. Locked inside an enclosed car boot and Your Bicycle is not visible from outside of the vehicle; or

16.2. 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

16.3. 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

16.4. 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.

17. Theft unless You are able to prove 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.

18. Theft from Your Home, where the following are not in operation:

18.1. 5 lever Mortice, Chubb/ Yale/ Union deadlock, or uPVC Multipoint Door Lock on all doors; and

18.2. Securely Locked windows.

19. Using Your Bicycle outside the Territorial Limits.

20. Theft of Your Bicycle while in transit where such event has not been reported to the carrier within their specified period and the requisite reports obtained therefrom.

21. The applicable Excess

22. 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.

Specific Conditions

The following specific conditions are applicable to Your Bicycle Cover:

1. 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.

2. 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 as outlined on page 21 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 replacement of Your Bicycle, arising from a valid claim under this policy.

Exclusions

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

The following are excluded from 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.

3. Hire or transport reimbursement of any costs to Us in excess of the value of Your Bicycle or the repair costs of Your Bicycle (whichever is the lesser).

4. Hire or transport reimbursement of any costs to Us 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.

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 not specified on Your Schedule.

3. Any Bicycle 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 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 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 theft as a result of anyone other than You using the insured Bicycle.

12. We won't pay claims for anything that happens because of any act of terrorism. When we say 'terrorism' we mean the use, or threat of use, of any force or violence for political, religious, or ideological reasons. This includes trying to influence any government or put fear into any section of the public.

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 arising from any modification to Your Bicycle 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 this policy, and there is any other insurance policy in Your name which is in force and which provides cover for the same expense, loss, damage or liability then We will not be liable for any part of the claim.

4. If You are Underinsured then We will only pay the insured proportion of Your claim, as outlined on page 22.

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 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 Us 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; stolen Components and/or 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

It is Your responsibility to prove the value of Your Bicycle. 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 for sale in the open market.

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

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.

How your claim 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:

- ➔ Replace Your Insured Items; or
- ➔ Pay You the amount that it would have cost Us to 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 replacement on a New-for-Old basis provided the Bicycle was purchased new by You.

For second hand Bicycles:

- ➔ The cost of 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.

We reserve the right to use specialist suppliers 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. Under these circumstances, any amount payable by Us will be adjusted to the 'insured percentage' of the Bicycle or custom part, less any applicable Excess.

Example:

- ➔ Bicycle Replacement Cost = £5,000
- ➔ Total Benefit Limit = £3,000
- ➔ Insured percentage = £3,000 ÷ £5,000 = 60%

Cancellation rights

Cancelling Your Policy

You can cancel Your policy at any time by calling or writing to Us.

Cancelling within 14 days

We'll give a full refund if You cancel this policy within 14 days of the start date. We won't be able to do this if We've paid any claims for something that took place in this period.

Cancelling after 14 days

If You cancel after 14 days, and You pay annually for your policy, we'll refund You for any full months remaining. If You pay monthly for Your policy, You will not receive any refunds for premiums already paid.

Total Loss

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 and will be deducted from the claim settlement amount.

If You need to claim after You've cancelled Your policy

If You want to claim for something that took place before You cancelled, You must pay the remainder of Your full years premium before We'll pay Your claim.

We won't pay any claims for something that happens after Your cancellation date.

When We might cancel Your policy

We may cancel Your policy at any time if You don't follow the terms and conditions in this policy or for legal reasons, such as fraud.

We may cancel Your policy if You don't keep up with your payments, but we'll always get in touch with You

first. If we don't hear from You, We'll cancel the policy 20 days from the date we last received a payment. We may be able to reinstate the policy if You pay within 28 days of the cancellation date.

If You're unable to make a payment, please get in touch with Us to find out how We can help.

If You move out of the UK, You must let Us know and We'll cancel Your policy.

As part of Our ongoing commitment to provide customers with insurance that meets their needs, We regularly review the insurance products We offer. We may make the decision to withdraw a product or level of cover from Our range. If We do this, We'll clearly explain this in Your renewal pack, which will be sent to You at least 21 days before Your policy is due to end. We will also provide You with information about other cover options available.

How to cancel your policy

You can contact Us using the details provided on page 27.

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.

Important information

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 an annual policy, 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, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100.

Material information

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

Language

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

Other important information

Relevant English law will apply to the policy and the relevant courts of England will have exclusive jurisdiction. 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 or by calling 0203 198 2828.