



cycleplan



# Insurance Booklet



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**Thank you for choosing Cycleplan.**

Cycleplan is a trading name of Ripe Insurance Services Limited who are permitted to deal as an agent for the insurer and are authorised and regulated by the Financial Conduct Authority.

**We** have tried to make this document easy to read. However, **We** have still had to use some words that have a special meaning these are listed and explained in 'definitions'. From now on wherever a word with a definition is used it will be printed in **bold** type.

## IMPORTANT FEATURES

### NAME OF THE INSURER

This **Policy** is underwritten by Hiscox Underwriting Ltd (Registered in England and Wales number 02372789. Registered address: 22 Bishopsgate, London, EC2N 4BQ) on behalf of Hiscox Insurance Company Limited (Registered in England and Wales number 00070234. Registered address: 22 Bishopsgate, London, EC2N 4BQ). Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority (registration number 308922). Hiscox Insurance Company Ltd is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registration number 113849) and the Prudential Regulation Authority.

**You** can check this information on The Financial Conduct Authority register by visiting the FCA's website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru)

**We** must draw **Your** attention to a number of important features of this insurance:

- This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**.
- The **Insurance Booklet** and **Insurance Schedule** and any Notice to **Policy** Holder make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your Policy** is in the following parts:

Insurance Booklet	Insurance Schedule
<ul style="list-style-type: none"> <li>• What is covered and what isn't in conjunction with the <b>Insurance Schedule</b></li> <li>• How to make a claim and how <b>We</b> will settle that claim</li> <li>• <b>Our</b> obligations to <b>You</b></li> <li>• The terms and conditions <b>You</b> must comply with</li> </ul>	<ul style="list-style-type: none"> <li>• The sections of the <b>Policy</b> that apply to <b>You</b> and the dates from which cover is in force</li> <li>• The various limits and sums insured that apply to <b>Your</b> cover</li> <li>• Any special terms that apply to <b>Your Policy</b> including any <b>Endorsements</b></li> <li>• <b>Your Policy</b> number</li> </ul>
Statement of Fact	Notice to Policy Holders
<ul style="list-style-type: none"> <li>• The information <b>You</b> have provided, on which the <b>Policy</b> is based</li> <li>• Any declarations which <b>You</b> have agreed to</li> </ul>	<ul style="list-style-type: none"> <li>• Provides information about any changes to <b>Your</b> renewal terms and cover</li> </ul>

**Our** part of the contract is that **We** will provide the cover set out in this **Insurance Booklet**:

- for those sections which are shown on **Your Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

**Your** part of the contract is:

- **You** must pay the premium as shown on **Your** receipt/invoice for each insurance period
- **You** must comply with all the terms and conditions set out in this **Policy**.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, cancel **Your** insurance or increase the premium.

# CLAIMS

## OUR CLAIMS DEPARTMENT

In the event **You** need to make a claim, **Our** claims service is provided by Davies Group who are **Our** nominated claims handlers.

### HOW TO MAKE A CLAIM

If an event giving rise to a claim under this insurance occurs **You** shall notify Davies Group as follows:

Give details of **Your** claim by either:

- **Telephone:** +44 (0)333 400 7387
- **Post:** Cycleplan Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke-on-Trent, ST4 5DN
- **Email:** newclaim.cycleplan@davies-group.com
- **Online:** <https://ripecycle.davies-group.com>

## CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced or **Your Policy** might be invalid.

1. If an event giving rise to a claim under this insurance occurs **You** shall:
  - (a) take immediate action to minimise the loss, destruction, damage, injury, illness or disease
  - (b) pass every letter, claim, writ, summons and process to **Us** immediately upon receipt.
2. **We** shall have sole control of all claims procedures and settlements
3. **We** will be entitled, at **Our** cost, but in **Your** name, to:
  - a. Take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise; or
  - b. Take over and conduct the defence or settlement of any claim
4. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent
5. If **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us** in carrying out any of the above mentioned acts then **We** will not make any payment in respect of such claim.
6. Salvage - Following a valid claim, **We** may, without incurring any further liability and without diminishing **Your** right to rely on any condition of this insurance, take and keep possession of any of the **Bicycle** and/or **Accessories** insured under Section 1 and to deal with salvage in a reasonable manner, but **You** may not abandon any property insured to **Us**
7. **We** may at any time at **Our** sole discretion pay to **You** the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. **We** shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment, provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in **Excess** of the sum insured or limit of indemnity, **Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.
8. If **You** are abroad at the time of an incident leading to a claim, **We** will not replace any **Bicycles** and/or **Accessories** until **You** return to the **United Kingdom**.
9. If an event giving rise to a claim under this insurance occurs **You** shall:
  - a. ensure the Police are notified in respect of **Theft** incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained
  - b. provide **Us** with all proofs and information in relation to a claim that **We** may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters
  - c. Where appropriate, **You** shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by **Us** or on **Our** behalf (at **Our** own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of **You**
10. In the event of claims in respect of Personal **Accident**:
  - a. Written notice must be given to **Us** within 30 days (or as soon as reasonably thereafter) of becoming aware of any **Accident** which causes or may cause disablement or death within the meaning of this insurance and, if applicable, **You** must as early as possible, place yourself under the care of a duly qualified Medical Practitioner
  - b. If the consequence of an **Accident** shall be aggravated by any condition of physical disability that **You** had which existed before the **Accident** occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated
11. Once **We** have accepted the claim for disablement **We** will pay benefits, at the completion of **Your** treatment and upon receipt of satisfactory evidence of **Your** Medical Expenses or return to work after Temporary Total Disablement
12. All Temporary Total Disablement benefits shall cease on **Your** death
13. The maximum weekly benefit shall not exceed 75% of **Your** income, less benefit from any other insurance or benefits paid to **You** by an employer. Proof of net income may be required from an independent and qualified third party. In the event that the weekly benefit exceeds the aforesaid limit then any claim shall be evaluated upon 75% of **Your** Income
14. Odd days of benefit will be payable at one seventh of the weekly benefit. Weekly benefit will only be payable in respect of complete days of disablement

15. Benefits shall not be payable for more than one of the events in the "Insurance Benefits" section in respect of the same occurrence
16. After the happening of any one of events in the "Insurance Benefits" section there shall thereafter be NO further liability under the Insurance in respect of **You**
17. Benefits shall not be payable under more than one of the events for disablement resulting from any further occurrence whilst there is an existing entitlement for benefits
18. Benefits shall not be payable unless **You** shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a legally qualified Practitioner
19. Benefits shall not be payable for any period after **You** have resumed cycling except for subsequent unrelated occurrences
20. Benefits shall not be payable for that part of the benefit payable under Loss of Income for which department of social welfare benefits or other benefits can be claimed
21. Benefits shall not be payable if **You** or **Your** dependents are entitled to receive any compensation or benefits as a result of the **Bodily Injury** suffered, from any source whatsoever

## IMPORTANT INFORMATION

### INSURANCE BOOKLET

**You** should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover

### CONDITIONS

**Your Policy** describes certain things which **You** are required to do to make sure that **You** are protected and that **Your Policy** cover operates fully. For example, **You** must:

- Tell **Us** about changes which could affect **Your Policy**
- Make sure that **Your** sums insured are high enough to cover the **Bicycle** and **Accessories** to be insured
- Take reasonable care of **Your** property

### EXCLUSIONS

Exclusions will apply to each section and general exclusions will apply to the whole insurance.

### STATEMENT OF DEMANDS AND NEEDS

This **Policy** meets the needs of an individual who requires insurance for:

- **Theft**, loss and **Accidental Damage** to **Bicycles** and their **Accessories**
- Public Liability whilst using a **Bicycle**
- Personal **Accident** or Loss of Earnings following an **accident** whilst using a **Bicycle**
- A replacement **Bicycle** whilst awaiting the repair or replacement of **Your Bicycle** following an approved claim

### REASONABLE CARE

It is **Your** responsibility to look after and regularly maintain **Your Bicycle**. **Your Policy** is intended to cover **You** against unforeseen events like **Accidental Damage** or **Theft**. It does not cover wear and tear or damage which happens gradually over a period of time.

### YOUR DUTY TO PREVENT LOSS OR DAMAGE

**You** and any other person this insurance applies to must take all reasonable precautions to prevent **Accidents**, loss or damage. **You** must keep property that is insured under **Your Policy** in good condition.

### GENERAL SECURITY REQUIREMENTS

**You** will need to ensure **You** meet the general security requirements on page 12 as part of this contract

### EVIDENCE OF OWNERSHIP

It is **Your** responsibility to prove any loss therefore **We** recommend that **You** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

### CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all the questions in the declaration. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. If **You** fail to take reasonable care and **You** make a misrepresentation, **We** may invoke one of the following remedies under the Act:

- If **We** would not have provided cover, **We** may treat the **Policy** as if it never existed and refuse all claim:
- If **We** would have provided cover on different terms, **We** may apply those terms as if they had been in place since the **Policy** started.
- If **We** would have charged a higher premium, **We** may reduce the amount **We** pay for a claim proportionately.

If the misrepresentation was deliberate or reckless, **We** may treat the **Policy** as if it never existed, refuse all claims and retain the premium.

### YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your Policy** within the first 14 days of the purchase or renewal of the **Policy** or the day on which **You** receive **Your Policy** documentation, whichever is the later. **You** will be entitled to a full refund of **Your Policy** insurance premium including any insurance premium tax.

**You** may cancel after the 14 days have expired. **You** will be entitled to a refund of the premium paid subject to a proportionate deduction for the time on cover.

Where a claim has occurred within the **Period Of Insurance** no refund of premium will be paid. If **You** wish to cancel **Your Policy** please contact Cycleplan.

### OUR RIGHT TO CANCEL

**We** may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known email and/or postal address setting out the reasons for cancellation. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unused period showing on the **Insurance Schedule**, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the **Period Of Insurance** no refund of premium will be paid.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this **Policy** booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this **Policy** booklet.

If **We** cancel the **Policy** **You** will be entitled to a proportionate refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. Unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.

## REINSTATEMENT OF THE SUM INSURED

In the event of loss, **Theft** or damage to the property insured the sum insured will be automatically reinstated from the date of the damage unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the sum insured **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date.

In the event of a total loss or constructive total loss of **Your Bicycle(s)** the sum insured will not automatically reinstate unless **You** have written to **Us** to advise of a replacement **bicycle**. **We** will reinstate the sum insured and **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date.

## CUSTOMERS WITH DISABILITIES

This **Policy** and other associated documentation are also available in large print. If **You** require this please contact Cycleplan.

## USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### **PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.**

If the insurance does not meet **Your** requirements please cancel it within 14 days from inception or receipt of documentation, whichever is the later. Please note that this insurance is only available to individuals who are non-professional cyclists and resident in the **United Kingdom**.

## DEFINITIONS

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in **Bold Type** whenever it appears in the **Policy, Insurance Schedule** and **Endorsements**.

### **Abandoned**

When a **Bicycle** is left in a location other than **Your Home** for more than 12 hours at any one time or at a train station, bus station, coach station or **Your** permanent place of employment for more than 24 hours at any one time.

### **Accessories**

Equipment temporarily added to the **Bicycle** in addition to the manufacturers original specification, including helmets, shoes, jerseys or vests, base layers, gilets, glasses & goggles, jackets, shorts, trousers, wetsuits, backpacks, helmet mounted cycling cameras, cycling computers, cycling GPS unit, lights, spare wheels, cycle luggage, cycling tools, cycling armour & guards, locks.

### **Accident**

An external, sudden, unexpected, unusual specific event occurring at a definable time and place.

### **Accidental Damage**

Damage caused to the **Bicycle** accidentally by violent and external means, including vandalism.

### **Approved Lock**

A nominated lock which is specified in the 'Sold Secure' list of cycle locks which is appropriate to the Insured Value of the **Bicycle**.

- Insured Value under £500 require a Sold Secure Bronze rated lock
- Insured Value under £1000 require a Sold Secure Silver rated lock
- Insured Value £1000 or over require a Sold Secure Gold or Diamond rated lock

### **Artificial intelligence**

Any machine learning, logical, statistical or other algorithm in **Computer Or Digital Technology** that can:

1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
2. adapt or vary its operation proactively, or in response to inputs.

### **Bicycle**

Any bicycle plus fixed items such as electric bike batteries, aftermarket pedals or lights. Which are **Your** property and for which **You** are legally responsible. Including tricycle, tandem, trailer cycle, recumbent tricycle or push scooter. The bicycle/scooter must be driven by human pedal power or electric battery with a motor output not exceeding 250w/15.5 mph.

It does not include any electric bicycle or scooter where the power or speed requires it to be registered, insured or taxed as a motor vehicle.

### **Bodily Injury**

For Section 3. Personal Accident and Loss of Earnings: Identifiable physical injury or death.

For all other Sections: Injury to the body caused by accidental, violent, visible and external means.

### **Civil commotion**

Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):

1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or
2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.

### **Computer or digital technology**

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services

### **Computer or digital technology error**

Any negligent act, error or omission by anyone in the:

1. Creation, handling, entry, modification or maintenance of; or
2. On-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any **Computer Or Digital Technology**.

### **Communicable disease**

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

### **Competition**

An organised contest from which a winner is selected.

## Cyber attack

Any digital attack or interference, whether by a **Hacker** or otherwise, attempting or resulting in:

1. access to;
2. extraction of information from;
3. disruption of access to or the operation of; or
4. damage to:

any data or **Computer Or Digital Technology**, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or **Computer Or Digital Technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack of distributed denial of service attack.

## Endorsement(s)

Any terms and conditions made separately to the terms of the **Policy** and specified on **Your Insurance Schedule**.

## Europe

All member countries of the European Union as well as Andorra, Gibraltar, Iceland, Norway, Serbia, Switzerland, Bosnia and Herzegovina and Montenegro

## Evidence of Ownership

Original sales purchase or till receipt or other evidence which clearly demonstrates ownership. This may include but is not limited to bank/credit card statement, dealer valuation including a photograph of the **Bicycle**. The evidence should clearly show date, price paid and details of the **Bicycle, Accessories** and **Approved Lock**.

## Excess

The first part or amount **You** will be responsible for paying in the event of a claim.

## Family

Parents, spouse, partner, son, daughter or siblings that permanently live with **You**.

## Forcible and Violent Entry or Exit

Evidence of visible damage to the fabric of the building or motor vehicle where entry or exit was gained or damage caused to an **Immovable Object** or **Approved Lock**.

## Hacker

Any **Artificial Intelligence**, entity or person, including any employee of yours, who gains or attempts to gain unauthorised access to or use of any:

1. **Computer Or Digital Technology**; or
2. data held electronically by **You** or on **Your** behalf

## Home

Location stated in **Your Insurance Schedule** where **Your Bicycle** is usually kept:

It can also include:

- Any temporary residence such as **Your** holiday home or a guest house, boarding house, hotel, motel in which **You** are a resident for up to 28 days.
- Any other address that **You** reside at for more than 28 days in any one year may be covered provided **You** advise Cycleplan and they accept by an **Endorsement**.

## Immovable Object

- Solid object fitted onto or into concrete, stone, brick or metal which is not capable of being undone, removed with, or lifted under or over the **Bicycle**.
- A purpose built **Bicycle** or roof rack which is fitted securely to a motor vehicle.
- At campsites, a solid part of a caravan or temporary holiday **Home** which is not capable of being undone, removed with or lifted under or over the **Bicycle**.

## Indemnity Basis

Value of **Bicycle** less a deduction for wear and tear.

## Indemnity Value

The value of the article immediately prior to the loss or damage.

## Insurance Schedule

Sets out the specific terms, values and **Endorsements** applicable to the cover and should be read together with the **Policy**.

## Malicious Damage

The intentional damage caused by a third party.

### **New for Old**

**We** will pay the cost of a comparable replacement for the lost or damaged **Bicycle** and **Accessories** providing the article was new at the time of purchase and the **Bicycle** and/or **Accessories** are no more than 3 years old.

### **Period of Insurance**

The period of cover as shown in **Your Insurance Schedule**.

### **Personal Data**

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

### **Policy**

The **Insurance Booklet** (along with the **Insurance Schedule** and Statement of Fact) which forms part of the legal contract between **You** and **Us**.

### **Social Engineering communication**

Any request directed to **You** or someone on **Your** behalf by any **Artificial Intelligence**, entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.

### **Solar weather**

Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.

### **Territorial Limit**

The territory shown in **Your Insurance Schedule**. Where **Europe** or Worldwide is shown, then cover shall be limited to 45 days in any one trip.

### **Terrorism**

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

1. is committed for political, religious, ideological, racial or similar purposes; and
2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and
  - a. involves violence against one or more persons; or
  - b. involves damage to property; or
  - c. endangers life other than that of the person committing the action; or
  - d. creates a risk to health or safety of the public or a section of the public; or
  - e. is designed to interfere with or to disrupt an electronic system

### **Theft**

Unauthorised taking, keeping or using of the **Bicycle** by another person with the intention of permanently depriving **You** of it.

### **United Kingdom**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### **United Kingdom Resident**

Means resident in the U.K. for a minimum of 6 months in a 12-month period.

### **We, Us and Our**

Hiscox Insurance Company Limited.

### **You and Your**

The person named in the **Insurance Schedule** and their **Family** members who are all **United Kingdom Residents**.

## SECTION 1 - BICYCLES AND ACCESSORIES

Provides cover for **Theft** or damage to **Bicycles**.

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule We** will cover:

1. **Theft** of **Your Bicycle** from **Your Home**
2. **Theft** of **Your Bicycle** while away from **Your Home**
3. **Theft** of **Your Bicycle** from a motor vehicle
4. **Accidental Damage** to **Your Bicycle**
5. **Malicious Damage** to **Your Bicycle**

Occurring within the **Territorial Limits** during the **Period of Insurance**.

**We** agree to pay for repair, replacement or issue a voucher up to the limit stated in **Your Insurance Schedule**, of the **Bicycle** owned by **You** (not hired, loaned or entrusted to **You**), that has been stolen or sustained **Accidental Damage** or **Malicious Damage**.

**We** will pay for the cost of replacement as new providing the damaged **Bicycle** was not more than 3 years old at the date of loss and provided it was new when **You** purchased it. If the **Bicycle** was more than 3 years old or was not new at the time of purchase, then **We** will deal with the claim on an **Indemnity Basis**.

**We** reserve the right to specify a supplier of **Our** choice for the repair or replacement of the **Bicycle** or at **Our** discretion offer cash settlement.

### EXTENSIONS:

#### 1. **Accessories**

Cover is extended to include **Theft** from **Your Home** and **Accidental Damage** to **Accessories** where **You** have paid the appropriate premium and **Accessories** cover is shown on **Your Insurance Schedule**.

#### 2. **Taxi Fee Reimbursement**

Necessary and reasonable costs that **You** incur to return directly to **Your Home** by a registered taxi or public transport as a result of an **Accident** causing **Accidental Damage** to **Your Bicycle** which results in it becoming unusable up to the limit stated in **Your Insurance Schedule**.

What is not covered:

- a. Any claim where there was not a valid claim for **Accidental Damage** to **Your Bicycle**
- b. Any claims where **You** could not submit a valid receipt or ticket for **Your** journey
- c. Any claims as a result of **Accidental Damage** if the **Bicycle** was being used for racing, **Competition** or time trials

#### 3. **Competitive Use**

Where this extension has been selected, the additional premium paid and the cover is shown in **Your Insurance Schedule Your** cover will extend to include **Accidental Damage** whilst the **Bicycle** is being used for **Competitions**, including racing.

**We** will also cover the cost of any non-refundable race fees for an organised competitive cycling, biathlon or triathlon event in which **You** were due to participate but are not longer able to attend as a sole and direct result of:

- Illness/injury
- A valid **Bicycle** claim under this section

The maximum amount per claim and in the aggregate is £250.

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any claim where **Evidence of Ownership** cannot be provided for the **Bicycle**, **Accessories** or the **Approved Lock**
3. Any claim to **Accessories** unless accompanied by a claim to the **Bicycle**. This does not apply to electric **Bicycle** batteries
4. **Theft** unless the **Theft** shows signs of **Forcible and Violent Entry or Exit**
5. **Theft** from **Your Home** unless the Security Requirements when the **Bicycle** is at **Home** are complied with
6. **Theft**, **Accidental Damage** or **Malicious Damage** following the **Bicycle** being **Abandoned**
7. **Theft** away from **Home** unless
  - a. the **Bicycle** is being ridden or in **Your** close personal custody and control, or
  - b. the Security Requirements when away from **Home** have been met
8. **Theft** from any motor vehicle unless the security requirements when the **Bicycle** is in or on a motor vehicle have been met
9. Any claim caused by wear and tear, wet or dry rot, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, or any gradually operating cause
10. Scratching denting or any cosmetic change which does not impair the function of the **Bicycle**.
11. Claims where the **Bicycle** has suffered damage as a result of a manufacturing fault which is still covered under a manufacturer's warranty
12. **Theft** or **Accidental Damage** to tyres unless the **Bicycle** was stolen or damaged at the same time.
13. Any claim of a **Bicycle** from whom it is entrusted to, other than a member of **Your Family**
14. Any claim whilst the **Bicycle** is being used for **Competition**, including racing, unless the **Competition** option has been selected, the additional premium paid for and the **Endorsement** is shown on **Your Insurance Schedule**
15. Any claim whilst the **Bicycle** is outside the UK unless the **Europe** or Worldwide option has been selected, the premium paid for and the **Endorsement** is shown on **Your Insurance Schedule**

16. Subject to a **Europe** or Worldwide option being selected, **We** will not pay for any claim to the **Bicycle** and **Accessories** in transit which has not been reported to the carrier and a written report obtained or where **You** were not travelling with the **Bicycle** and or **Accessories**. In the case of an airline a Property Irregularity Report will be required
17. Any claims to a **Bicycle** that is engaged for use in trade or business purposes (excluding commuting to and from work), hire, reward, courier use and carriage of paying passengers
18. **Theft** or **Malicious Damage** where a crime reference number cannot be provided
19. **Accidental Damage** to **Your Bicycle** or **Accessories** caused solely by pollution or contamination. This does not apply to damage caused by accidental discharge during the **Period Of Insurance** of oil or water from any storage tank, appliance or connected pipework located at **Your Home** unless the accidental discharge results from mechanical breakdown. **We** will not pay for any clean-up or decontamination costs or expenses arising from pollution or contamination
20. Any claim for money, or any electronic, online or crypto currency, including but not limited to Bitcoin, even where such currency exists in physical form.
21. Any loss, cost or expense arising in respect of any item of **Computer Or Digital Technology** which is directly caused by:
  - a. a **Cyber Attack** or fear or threat of a **Cyber Attack**;
  - b. a **Hacker** or fear or threat of a **Hacker**;
  - c. a **Computer Or Digital Technology Error**;
  - d. its digital connectivity to any other item of **Computer Or Digital Technology** which has been directly affected by a **Cyber Attack, Hacker** or **Computer Or Digital Technology Error**.

**We** will however cover any other damage, loss, cost or expense insured under this section which is caused by the **Cyber Attack, Hacker** or **Computer Or Digital Technology Error**.

## GENERAL SECURITY REQUIREMENTS

These are the general security requirements which **You** will need to keep to as **Your** part of this contract. If **You** do not a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

1. When at **Home** the **Bicycle** must be kept at one of the following locations:
  - a. Locked inside **Your Home**, flat or within a locked room if in a shared residence
  - b. Locked inside a shed, garage, purpose built immovable bike storage box, or outbuilding which is only accessible to **You** and **Your** household. This storage location must be fully enclosed and built from brick, stone, concrete, wood or metal and be within the boundaries of **Your Home** and comply with one of the following security requirements:
    - i. All external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 or a 5 lever or closed shackle padlock or;
    - ii. External doors must be secured by the manufacturers installed lock
  - c. A communal storage location described as an underground car park, communal hallway or fully enclosed communal storage area where entry and exit can only be through a securely locked entryway and only accessible by private residents. The **Bicycle** must be secured to an **Immovable Object** through the frame and any quick release wheels with an **Approved Lock**.
  - d. On a privately accessed balcony which is not accessible from the ground floor. The **Bicycle** must be secured to an **Immovable Object** through the frame and any quick release wheels with an **Approved Lock**
2. When away from the **Home**:
  - a. The **Bicycle** must be secured to an **Immovable Object** through the frame and any quick release wheels with an **Approved Lock** unless **Bicycle** is left in a bike rack being used at the **Competition**, the **Competition** option has been selected and the additional premium paid. Marshalls or similar officials must be on location at the bike rack areas
  - b. The **Bicycle** has not been **Abandoned**
3. When the **Bicycle** is in or on a motor vehicle
  - a. The **Bicycle** must be inside the vehicle or secured through the frame by an **Approved Lock** to a roof or **Bicycle** rack attached to the vehicle. The roof or **Bicycle** rack must be securely attached to the vehicle.
  - b. The vehicle must have all doors and windows closed and securely locked

## SECTION 2 - PUBLIC LIABILITY

Provides indemnity for mental injury, death, disease or **Bodily Injury** to any person or damage to third party property.

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule We** will indemnify **You** up to the limit stated in the **Insurance Schedule** (which is inclusive of all costs and expenses) against legal liability for accidental:

1. Mental injury, death, disease or **Bodily Injury** to any person
2. Damage to property belonging to others

which arises during the **Period Of Insurance** from **Your** use or ownership of a **Bicycle** within the **Territorial Limits**.

The total amount payable includes reasonable defence costs and expenses incurred by **You** with **Our** written consent in connection with any liability insured under this **Policy**.

### WHAT IS NOT COVERED

**We** will not cover:

1. The amount of the **Excess**
2. Liability to any of **Your** employees
3. Liability to a member of **Your** immediate **Family** (spouse, children, parents, siblings and their families)
4. Any property belonging to **You** or in **Your** care, custody or control
5. Any wilful, malicious or unlawful act
6. Liability where **You** are entitled to indemnity from another more specific source
7. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
8. Punitive, exemplary or aggravated damages
9. Liability arising out of the ownership or use of land or buildings, animals, firearms or weapons
10. Liability directly or indirectly resulting from the pursuit of trade, business or profession
11. Liability arising out of the ownership, possession or use of motor vehicles, aircraft or watercraft
12. Liability arising out of the influence of intoxicating liquor or drugs
13. If **You** are under 16
14. Any liability not involving the use of a **Bicycle**
15. Any liability whilst using the **Bicycle** for **Competition**, including racing, unless the **Competition** option has been selected, the additional premium paid for and the **Endorsement** is shown on **Your Insurance Schedule**.
16. The use of the **Bicycle** for trade or business purposes (excluding commuting to and from work), hire, reward, courier use or carriage of paying passengers
17. **Bodily Injury** or property damage occurring outside of the **Territorial Limits** specified in the **Insurance Schedule**
18. In respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or any order made anywhere in the world to enforce such judgement award or settlement wither in whole or in part.
19. Liability in connection with any electrically assisted **Bicycle** while:
  - a. Anywhere outside of England, Scotland and Wales;
  - b. Within England, Scotland and Wales where there is a legal requirement to pay Vehicle Excise Duty for road use. For more information please see [www.gov.uk/electric-bike-rules](http://www.gov.uk/electric-bike-rules)
20. Any liability or loss contributed to by, resulting from or in connection with any:
  - a. **Cyber Attack**;
  - b. **Hacker**;
  - c. **Social Engineering Communication**;
  - d. **Computer Or Digital Technology Error**;
  - e. any fear or threat of a. to d. above; or
  - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.
21. Any liability or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **Personal Data**.
22. a. Any pollution or contamination ; or
  - b. **Bodily Injury** or property damage directly or indirectly caused by any pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period Of Insurance**. **We** will not provide cover for any pollution or contamination occurring in the United States of America or Canada.

## SECTION 3 - PERSONAL ACCIDENT & LOSS OF EARNINGS

Provides cover for **Bodily Injury** permanent disablement, physiotherapy, loss of income, broken bones, hospitalisation and emergency dental expenses.

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule** **We** will cover:

If, at any time during the **Period of Insurance** **You** are involved in an **Accident** or a victim of a road rage incident whilst using a **Bicycle** within the **Territorial Limits**, **You** suffer a **Bodily Injury**, which occurs solely, directly and independently of any other cause, then subject to the terms and conditions set out below, including in particular the exclusions, **We** shall pay the benefits as stated in **Your Insurance Schedule** subject to the applicable percentage shown in insurance benefits below.

#### Insurance benefits

- The benefits payable will be the following percentage of the sum insured specified in the **Insurance Schedule**.
- **Bodily Injury** sustained by **You** which within 12 calendar months results in:

#### Accidental Death

Benefit	Percentage
• Death of <b>You</b> aged 18 years and over	100%
• Death of <b>You</b> aged less than 18 years	20%

#### Permanent Disablement

Benefit	Percentage
• Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot	100%
• Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye	50%
• Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot	25%
• Total and permanent disablement (other than disablement in respect of eye(s), hand(s) and foot/feet), from engaging in or attending to any profession, business or occupation whatsoever provided always that the benefits shall not be payable until such disablement has continued for a period of 12 calendar months	100%

#### Physiotherapy

Benefit	Percentage
• Non National Health expenses incurred by <b>You</b>	75%

- This insurance is subject to the **Excess** specified in the **Insurance Schedule**.

#### Loss of Earnings

- The sum insured specified in the **Insurance Schedule** or 75% of earnings whichever is the less
- Total disablement from engaging in or attending **Your** usual profession, business or occupation. Insurance is only provided if **You** were engaged permanently in that activity up to the time of the injury. **Your** entitlement to benefits under this section does not commence until after the expiry of the period of days specified in **Your Insurance Schedule**. The amount of benefit shall be the lesser of the percentage of Net Income Lost specified in the **Insurance Schedule** and the maximum amount specified for this benefit in the **Insurance Schedule**.
- The maximum benefit period is 52 weeks
- This insurance is subject to the **Excess** period specified in the **Insurance Schedule**.

#### Broken Bones

- The sum insured specified in the **Insurance Schedule** if as a result of having sustained **Bodily Injury** **You** fracture one or more of the bones listed below
- Arm (Humerus, Radius, Ulna) or Wrist (Carpals), Leg (Femur, Tibia, Fibula), Ankle (Tarsals) or Kneecap (Patella).
- **We** will only pay for fractures across the full width of the bone; or, which require surgical treatment under anaesthetic; or, which require complete immobilisation in a cast for at least six weeks

#### Hospitalisation

- The sum insured specified in the **Insurance Schedule** if, solely as a result of having sustained **Bodily Injury**, **You** are required to stay in hospital for a period in **Excess** of 24 hours from the time of the original admission following the **Bodily Injury** for a maximum of 25 days.

#### Emergency Dental Expenses

- Up to the sum specified in the **Insurance Schedule** if, solely as a result of having sustained **Bodily Injury**, **You** require emergency dental treatment to sound, whole teeth.

## WHAT IS NOT COVERED

1. Any **Accident** unless directly resulting from the use of the **Bicycle**
2. Any **Accident** unless directly resulting from the use of the **Bicycle** and when not being used for trade or business purposes (excluding commuting to and from work), hire, reward, courier use or carriage of paying passengers
3. Any **Accident** whilst the **Bicycle** is being used for **Competition**, including racing, unless the **Competition** option has been selected, the additional premium paid for and the **Endorsement** is shown on **Your Insurance Schedule**
4. Any pre-existing defect, infirmity or sickness at the time of an **Accident**
5. All claims arising out of unreasonable failure to seek or follow medical advice
6. Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments
7. Any medical or surgical procedure performed on **You** for any gradually developing bodily deterioration whatever the cause of that deterioration
8. Any injury arising from sickness, disease or disorder of any kind
9. Any claim for **Bodily injury** arising directly or indirectly from, or in connection with, or contributed to by, any:
  - a. **Cyber Attack;**
  - b. **Hacker;**
  - c. **Social Engineering Communication;**
  - d. **Computer Or Digital Technology Error;**or any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to the above.
10. Claims arising directly or indirectly from any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves unless caused by a sudden, unexpected, specific event occurring at an identifiable time and place. There is no cover if the total area affected by pollution is greater than ten miles across at its widest point

## SECTION 4 – REPLACEMENT CYCLE HIRE

Provides indemnity for hire of **Bicycle** following a valid claim under section 1 (**Bicycles** and **Accessories**).

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule We** will cover the reasonable cost of the hire of an alternative **Bicycle** from an approved cycle dealer whilst awaiting the repair or replacement of **Your Bicycle** when the subject of an approved claim under this **Policy**.

### WHAT IS NOT COVERED

1. Any cost of hire which have not been agreed with **Us** and where **Our** prior authority has not been obtained
2. Any cost of hire which have occurred after the claim for **Your Bicycle** has been settled
3. Any costs which exceed the limit as specified on **Your Insurance Schedule** for the term of **Your** insurance
4. Any costs which exceed the value of **Bicycle** immediately prior to the loss, or repair costs, whichever is the lesser
5. Any costs that cannot be validated with evidence of expenditure
6. Any costs incurred by anyone other than **You**.

## GENERAL CONDITIONS

The following conditions apply to the whole of this **Policy**. Any other conditions are shown in the Sections to which they apply.

1. **You** must exercise reasonable care to prevent **Accident**, injury, loss or damage and at all times act as if uninsured
2. **You**, or anyone acting on **Your** behalf, must take reasonable care to comply with the terms and conditions of this **Policy**. **We** may refuse to pay a claim because **You** have not complied with a term or condition where the failure:
  - (a) is connected to the loss, damage or liability **You** are claiming for; and
  - (b) has increased the likelihood or severity of that loss, damage or liability.
3. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf
4. If **You** or anyone acting for **You**:
  - a. Make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
  - b. Make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim

knowing the document to be forged or false in any respect

Then:

**We** will not pay the claim

**We** will not pay any other claims made under the **Policy** relating to events occurring after the date of a fraudulent act

**We** may cancel the **Policy** from the date the fraudulent act took place

**We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** relating to events occurring after the fraudulent act was committed

**We** will not provide any return of premium

**We** may share information about **Your** behavior with other organisations to prevent further dishonesty, exaggeration, or fraud

**We** may inform the Police of the circumstances

5. Under Insurance - A proportionate reduction in any claims settlement will be made should **You** under insure (i.e. the Insured Value **You** have chosen is less than the **Indemnity Value** of the **Bicycle**)
6. If there is any other insurance covering the same claim, or which would have covered the claim but for the existence of this **Policy**, **We** will not make any payment until the amount that would have been payable under such other insurance is exhausted.  
Important note  
This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this **Policy**) and determines how those insurance policies apply.
7. This **Policy** is exclusively governed by the laws of England and Wales and jurisdiction of the courts of England and Wales
8. Where **You**, including anyone within the meaning of **You** in any section of the **Policy** are entitled to cover under more than one section of the **Policy** in respect of the same claim or loss, or any part of a claim or loss, **We** shall only provide cover under one section of the **Policy**, being the section that provides the most advantageous cover to **You** or the party entitled to cover.
9. Where more than one insurer and/or Lloyd's syndicate is party to this **Policy**, the liability of an insurer or syndicate under this **Policy** is several and not joint with any other insurers or syndicates party to this **Policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **You**, on request, with details of the insurers/syndicates who are party to this **Policy** and the proportions of liability they have underwritten.

## GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **Policy**. Any other exclusions are shown in the Sections to which they apply.

This **Policy** does not provide cover for any claims directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Anything which occurred before the **Period of Insurance**
2. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
3. War  
Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:  
war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection
4. **Terrorism.**
5. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
6. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
7. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
8. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), **You** being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical **Accident** or **Bodily Injury**)
9. Any loss or damage:
  - a. deliberately caused by; or
  - b. arising from a criminal act caused by;  
**You** or any other person living with **You**.
10. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
11. Any claims brought against the **You** in any country or jurisdiction outside of the **United Kingdom**
12. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this Insurance
13. Loss or damage caused by decay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
14. Loss due to confiscation, detention by Customs or other authority.
15. Any claims arising from the use of an E-Scooter being used
  - a. on public land including parks, pavements, footpaths and roads and;
  - b. where it is not permitted by law
16. **Civil Commotion** occurring outside of England, Scotland or Wales.
17. Any damage, injury, illness, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with:
  - a. **Communicable Disease**;
  - b. fear or threat of **Communicable Disease**; or
  - c. any action taken in controlling, preventing, suppressing or in any way responding to a. or b. above.  
This exclusion does not apply to the Public Liability section of this **Policy**.
18. Anything which occurred before the **Period Of Insurance**.
19. **Solar Weather** including any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to it,
20. Any loss caused or contributed to by, resulting from or in connection with the use, sale, promotion, manufacture, supply, distribution, delivery, transport, transfer, possession or prescription of any opioid, opioid product or product derived from or containing opium or opiates.
21. Any claims that would have been covered under another insurance if this **Policy** did not exist. However, **We** will pay the amount exceeding the cover available under that other insurance.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

**We** shall not provide cover nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

# COMPLAINTS PROCEDURE

**Our** commitment to customer service

**We** are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

## HOW TO COMPLAIN

- Please quote **Your Policy** number and claim reference (if applicable) in all correspondence so that **Your** concerns may be dealt with speedily.
- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please contact:

Subject	Contact
A claim	Please contact Davies Group Customer Relations: <ul style="list-style-type: none"><li>• Email – <a href="mailto:customer.care@davies-group.com">customer.care@davies-group.com</a></li><li>• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke-on-Trent, ST4 5DN</li><li>• Phone – 0344 856 3015</li></ul> Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Cycleplan: <ul style="list-style-type: none"><li>• Email – <a href="mailto:complaints@ripeinsurance.co.uk">complaints@ripeinsurance.co.uk</a></li><li>• Post – Cycleplan, One Stockport Exchange, Railway Road, Stockport, United Kingdom SK1 3SW</li><li>• Phone – 0333 400 7178</li></ul>

## COMPLAINTS PROCESS

**We** will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **Your** complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date **Your** complaint is received.

## IF YOU ARE STILL NOT HAPPY

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
- Telephone: 0800 0234567 (Calls from UK landlines and mobiles are free) or 0300 1239123 (for mobile users)
- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have the right to refer **Your** complaint to the Financial Ombudsman, free of charge, but **You** must do so within six months from the date of the final response letter. If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## YOUR RIGHTS

**Your** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**We** are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk).

## USING YOUR PERSONAL INFORMATION

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of **Your** personal information will be listed in the documentation **We** provide to **You**. If **You** are unsure **You** can also contact **Us** at any time by telephoning 01904 681198 or by emailing **Us** at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

**We** collect and process information about **You** in order to provide insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with, and obtaining information about **You** from, **Our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, **Our** regulators or fraud prevention agencies.

**We** may record telephone calls to help **Us** monitor and improve the service **We** provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see **Our** privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy)



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