ripe | cycleplan

Insurance Booklet

Ripe Insurance Services Ltd is Authorised and Regulated by the Financial Conduct Authority No. 313411.

Underwritten by AVIVA Insurance Limited

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Thank you for choosing Cycleplan.

Cycleplan is a trading name of Ripe Insurance Services Limited which is 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 uses it will be printed in **bold** type.

IMPORTANT FEATURES

NAME OF THE UNDERWRITER

Aviva Insurance Limited (Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this **Policy** shall become void and all claims hereunder shall be forfeited.

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	NOTICE TO POLICYHOLDERS
• Exactly what is covered and what isn't • How to make a claim and how **We** will settle that claim • **Our** obligations to **You** • The terms and conditions **You** must comply with	• The sections of the **Policy** that apply to you and the dates from which cover is in force • The various limits and sums insured that apply to **Your** cover • Any special terms that apply to **Your Policy** including **Endorsements** • **Your Policy** number	• Provides information about any changes to **Your** renewal terms and **Policy** cover

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

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 all benefit under this insurance shall be forfeited
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 Third Party Property **Damage**:
    a. **You** shall substantiate that the damage occurred
    b. The claim shall be presented in the first instance to the Third Party's own insurers with a request that payment shall be made under any other insurance which may be in operation. If no such insurance shall be in force or if such request be refused, **You** must obtain written confirmation of such from the Third Party and submit it with full information to **Us**
    c. There is satisfactory evidence of the damage being **Your** responsibility and that settlement shall be considered without legal liability or negligence being proven
11. 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
12. 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

13. All Temporary Total Disablement benefits shall cease on **Your** death
14. 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
15. 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
16. Benefits shall not be payable for more than one of the events in the "Insurance Benefits" section in respect of the same occurrence
17. 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**
18. 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
19. 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
20. Benefits shall not be payable for any period after **You** have resumed cycling except for subsequent unrelated occurrences
21. 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
22. 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
23. **We** will at **Our** own expense have the right and opportunity in case of death where it is not forbidden by law

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 REQIREMENTS

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 care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change allows the insurer to cancel the **Policy**, sometimes back to its start date and to keep any premiums paid.

KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **You**.

You must tell us immediately about the following changes:

- Any changes to the levels of cover **You** require
- Any changes to **Your** contact information
- Any criminal convictions or if **You** have had any other insurance declined, cancelled or had special terms imposed

If **You** fail to disclose all relevant information or make a misrepresentation, **We** may:

- Cancel **Your Policy** and refuse to pay any claim, or
- **We** may not pay the claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of cover may be affected

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 and **Policy** fees paid.

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. There will also be no return of premium where the premium refund due is less than £10.

Where a claim has occurred within the period of insurance no refund of premium will be paid. In addition, a cancellation charge will be made by Cycleplan as outlined in their Terms of Business, 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.

In addition, a cancellation charge will be made by Ripe as outlined in their Terms of Business

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.

GOVERNING LAW

Unless some other law is agreed in writing, this **Policy** is governed the law applying to the part of the United Kingdom, Channel Islands or the Isle of Man in which You normally live. If this is not applicable the law of England and Wales will apply.

FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **We** may at any time:

- Share information about **You** with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
- Check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;

DATA PROTECTION

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of data protection legislation (including the General Data Protection Regulation from the 25th May 2018), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. Under the General Data Protection Regulation **You** have a right of access to see personal information about **You** that is held in **Our** records, whether electronically or manually. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area. If this happens, **We** will ensure that anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it. **We** and other organisations may also search these agencies and databases to:

1. Help make decisions about the provision and administration of insurance and related services for **You**
2. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies; and
3. Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity.

TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

REINSTATEMENT OF THE SUM INSURED

In the event of partial 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 receipt of documentation.

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

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

Injury to the body caused by accidental, violent, visible and external means.

Competition

An organised contest from which a winner is selected.

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**.

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 effective as shown in **Your Insurance Schedule**.

Policy

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

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.

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

Aviva Insurance 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.

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

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 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

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

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.

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

BODILY INJURY

Identifiable physical injury or death.

WHAT IS COVERED

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

If, at any time **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 **You** aged 18 years and over	100%
· Death of **You** 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 **You**	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** or which has not been disclosed by **You** at the time of application for this Insurance and each renewal thereafter
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. If the injury arises from sickness, disease or disorder of any kind.

SECTION 4 – REPLACEMENT CYCLE HIRE

Provides indemnity for hire of **Bicycle** following a loss 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

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

1. **You** must exercise reasonable care to prevent **Accident**, injury, loss or damage and at all times act as if uninsured
2. The due observance and fulfilment of all terms and conditions of this Insurance by **You**, or anyone acting on **Your** behalf insofar as they relate to anything to be done or complied with by **You** or anyone acting on **Your** behalf shall be a condition precedent to **Our** liability to make any payment under this Insurance
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 any person acting on **Your** behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited
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 would have covered the claim but for the existence of this **Policy**, **We** will not make any payment under Public Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim.

   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.

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, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
4. Terrorism

   Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

   Terrorism is defined as any act or acts including, but not limited to:

   a. the use or threat of force and/or violence and/or

   b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
5. Other Actions

   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:

   any action taken in controlling, preventing, suppressing or in any way relating to 3) War or 4) Terrorism above.
6. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
7. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
9. 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**)
10. 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**.
11. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
12. Any claims brought against the **You** in any country or jurisdiction outside of the **United Kingdom**
13. 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
14. 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
15. Loss due to confiscation, detention by Customs or other authority.
16. 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

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: · Email – customer.care@davies-group.com · Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN · Phone – 0344 856 3015 Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Cycleplan: · Email – complaints@ripeinsurance.co.uk · Post – Cycleplan, One Stockport Exchange, Railway Road, Stockport, United Kingdom SK1 3SW · Phone – 0333 400 7178

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

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** compliant 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.

DATA PROTECTION – PRIVACY NOTICE

The below information is how **We** deal with **Your** data protection as **Your** insurer. For further information on how **Your** broker handles **Your** data please refer the terms of business and privacy policy issued by them.

PERSONAL INFORMATION

We collect and use personal information about **You** so that **We** can provide **You** with a **Policy** that suits **Your** insurance needs. This notice explains the most important aspects of how **We** use **Your** information but **You** can get more information about the terms **We** use and view **Our** full privacy policy at www.aviva.co.uk/privacypolicy or request a copy in writing to **Us** at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

We are the data controller responsible for this personal information as the insurer of the product. Additional controllers include your broker who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers **We** use.

PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT

We will use personal information collected from **You** and obtained from other sources:

- to provide **You** with insurance: **We** need this to decide if **We** can offer insurance to **You** and if so on what terms and also to administer **Your Policy**, handle any claims and manage any renewal.
- to support legitimate interests that **We** have as a business. **We** need this to:
- manage arrangements **We** have with **Our** insurers, reinsurers and brokers **We** use, and for the detection and prevention of fraud,
- help **Us** better understand **Our** customers and improve **Our** customer engagement. This includes profiling and customer analytics which allows **Us** to make certain predictions and assumptions about **Your** interests, make correlations about **Our** customers to improve **Our** products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: **We** need this to meet compliance requirements with **Our** regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **We** may need to use personal information to carry out anti-money laundering checks.

The personal information **We** collect and use will include name, address, date of birth and financial information. If a claim is made **We** will also collect personal information about the claim from **You** and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of **You**. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We**'ll ensure that **We** only use that information where **We** need to for **Our** insurance purposes (including assessing the terms of **Your** insurance contract, dealing with changes to **Your Policy** and/or dealing with claims.

There may be times when **We** need consent to use personal information for a specific reason. If this happens **We** will make this clear to **You** at the time. If **You** give **Us** consent to using personal information, **You** are free to withdraw this at any time by contacting **Us** – refer to the "Contacting **Us**" details below. Please note that if consent to use this information is withdrawn **We** will not be able to continue to process the information **You** gave **Us** for this/these purposes(s). This would not affect **Our** use of the information where consent is not required.

Of course, **You** don't have to provide **Us** with any personal information, but if **You** don't provide the information **We** need **We** may not be able to proceed with **Your** application or any claim **You** make.

Some of the information **We** use as part of this application may be provided to **Us** by a third party. This may include information already held about **You** within the Aviva group, including details from previous quotes and claims, information **We** obtain from publicly available records, **Our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

CREDIT REFERENCE AGENCY SEARCHES

To ensure the **We** have the necessary facts to assess **Your** insurance risk, verify **Your** identity, help prevent fraud and provide **You** with **Our** best premium and payment options, **We** may need to obtain information relating to **You** at quotation, renewal and in certain circumstances where **Policy** amendments are requested. **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of **Our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at www.transunion.co.uk/crain.

AUTOMATED DECISION MAKING

We carry out automated decision making to decide whether **We** can provide insurance to **You** and on what terms. In particular, **We** use an automated underwriting engine to process the personal information **You** provide as part of this application process. This will include **Your** age and the level of cover **You** choose. **We** do this to calculate the insurance risk and how much the cover will cost **You**. Without this information **We** are unable to provide a price that is relevant to **Your** individual circumstances and needs. **We** regularly check the way **Our** underwriting engine works to ensure **We** are being fair to **Our** customers. After the automatic decision has been made, **You** have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If **You** wish to invoke this right please contact **Us** at dataprt@aviva.com.

HOW WE SHARE YOUR PERSONAL INFORMATION WITH OTHERS

We may share **Your** personal information:

- with the Aviva group, **Our** agents and third parties who provide services to **Us**, and **Your** intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help **Us** administer **Our** products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if **We** are required to do so to comply with a relevant legal or regulatory obligation,

- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with **Our** brokers who arrange and manage such reinsurance and insurance arrangements. They will use **Your** data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep **Your** data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations **We** share information with may be located outside of the European Economic Area ("EEA"). **We**'ll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect **Your** privacy rights. For more information on this please see **Our** Privacy Policy or contact **Us**.

HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR

We maintain a retention **Policy** to ensure **We** only keep personal information for as long as **We** reasonably need it for the purposes explained in this notice. **We** need to keep information for the period necessary to administer **Your** insurance and deal with claims and queries on **Your Policy**. **We** may also need to keep information after **Our** relationship with **You** has ended, for example to ensure **We** have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where **We** are required to do so for legal, regulatory or tax purposes.

YOUR RIGHTS

You have various rights in relation to **Your** personal information, including the right to request access to **Your** personal information, correct any mistakes on **Our** records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on **You**, and data portability. For more details in relation to **Your** rights, including how to exercise them, please see **Our** full privacy policy or contact **Us** – refer to the "Contacting **Us**" details below.

CONTACTING US

If **You** have any questions about how **We** use personal information, or if **You** want to exercise **Your** rights stated above, please contact
Our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If **You** have a complaint or concern about how **We** use **Your** personal information, please contact **Us** in the first instance and **We** will attempt to resolve the issue as soon as possible. **You** also have the right to lodge a complaint with the Information Commissioners Office at any time.

One Stockport Exchange, Railway Road, Stockport, United Kingdom SK1 3SW
Tel: 0333 400 7178
email: admin@cycleplan.co.uk

www.cycleplan.co.uk

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