



# Bicycle Plus Insurance

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## Policy Wording

This document (the Policy wording) combined with the Schedule certify that insurance has been effected between You and Us. In return for payment of the Premium described in the Schedule, We agree to insure You in accordance with the terms, conditions and exclusions specified in this Policy.

This is a stand-alone **Policy** that is not subject to the terms conditions and exclusions of any other insurance policies. It contains provisions that may be different from those of any other insurance policies.

## General Policy Definitions

The words below have a specific meaning and will appear throughout this document in bold.

**Abandoned** When a **Bicycle** is left in a location which is not **Your Home** or a temporary location for more than 12 consecutive hours or at a railway station for more than 24 consecutive hours.

**Accidental Damage** Damage caused to **Your Bicycle** suddenly by unexpected and external means.

**Approved Lock** A lock which is specified on the Master Locksmiths Association (MLA) 'Sold Secure' list of **Bicycle** locks and which at the time of the purchase by **You** was appropriate to the value of **Your Bicycle** in accordance with the classification of locks below;

- A **Bicycle** with a **Sum Insured** over £400 and up to and including £1,250 – a lock which has a MLA Sold Secure bronze rating;
- A **Bicycle** with a **Sum Insured** up to and including £2,500 – a lock which has a MLA Sold Secure silver rating;
- A **Bicycle** with a **Sum Insured** over £2,500 – a lock which has a MLA Sold Secure gold rating.

**Bicycle** Any bicycle, hand cycle, tricycle, tandem which is **Your** own property or for which **You** are legally responsible and which is normally kept at **Your Home**, driven by human pedal power and/or electric battery which is not subject to the requirements of the Road Traffic Act, including any **Bicycle Accessories**, as shown in the **Schedule**.

**Bicycle Accessories** Equipment added and fixed to **Your Bicycle**, in addition to manufacturer's original specifications, as shown in the **Schedule**, with the value included with the **Sum Insured**.

**Competitive Event** Any competition involving a massed start or a triathlon or duathlon.

**Confiscation** Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**Depreciation** When **Your Bicycle** is more than three years old, **We** will make the following deductions from the **Sum Insured** to reflect wear and tear:

Over three years and up to five years – 20%  
Over five years and up to seven years – 35%  
Over seven years – 50%

The date of manufacture on the frame of **Your Bicycle** will be used to determine age.

**Endorsement** A written change provided by **Us** to the terms and conditions of the **Policy**.

**Evidence of Ownership** The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of the **Bicycle** and the **Approved Lock** or any other evidence which demonstrates **Your** ownership to **Our** satisfaction.

**Excess** The amount **You** must bear as the first part of each agreed claim as shown in the **Schedule** and/or;

- 10% of the settlement value in respect of claims arising from the **Theft** of **Your Bicycle** from **Your Home**, subject to a minimum of £50; or
- 10% of the settlement value in respect of claims resulting from the **Theft** of **Your Bicycle** from anywhere else, subject to a minimum of £100; or
- 10% of the settlement value in respect of claims arising from **Accidental Damage** to your **Bicycle**, subject to a minimum of £50; or
- £500 for any claim under the Public Liability section of the **Policy**.

**Home** The location shown in **Your Schedule** where **Your Bicycle** is usually kept which shall mean:

- a house of standard construction built of brick, stone or concrete and roofed with slates or tiles; or
- an outbuilding or garage built of brick, stone, concrete and roofed with slates, tiles, corrugated steel, asbestos or multi-layered with modern materials which is attached to or within the boundaries of a private dwelling house and is privately accessed; or
- a wooden shed which is securely locked at all times and which is privately accessed;
- a self-contained flat within a building of standard construction as defined in i. above; or
- a communal hallway within a building of standard construction as defined in i. above in which **You** permanently reside; or
- any temporary residence (for example, **Your** holiday home or a guest house, boarding house, motel or hotel) in which **You** are resident for up to 28 consecutive days; or
- any self-contained lockable private room within the halls of residence in which **You**

normally reside; or  
viii. any other specific location which has been referred to and agreed by **Us** in writing.

**Immovable Object** Any of the following:  
a) a solid object fixed onto or into brick, stone, concrete or metal and which cannot be undone or removed or lifted under or over **Your Bicycle**; or  
b) a securely fixed purpose built motor vehicle roof rack or **Bicycle** rack; or  
c) an official **Bicycle** rack at a railway station and supplied by the railway company specifically for the purpose of securing **Bicycles** in an area of the station which is within the jurisdiction of the British Transport Police Authority.

**Period of Insurance** The time from the effective date until the expiry date shown in the **Schedule** and any subsequent period for which **We** accept payment for renewal of the **Policy**, or until cancelled.

**Policy** This document and the **Schedule**, **Statement of Facts** including any **Endorsement**.

**Premium** The amount shown as such in the **Schedule**.

**Schedule** The **Schedule** forming part of the **Policy** which contains details of **You**, the **Sum Insured**, the **Period of Insurance**, the **Premium** and the sections of this **Policy** which apply.

**Statement of Facts** The information **You** provided to **Us** and which has been used by **Us** to assess **Your** application for cover and accept **Your Policy**.

**Sum Insured** The amount for which **You** have chosen to cover the **Bicycle**, including any **Bicycle Accessories**, as shown in the **Schedule**.

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

The **Policy** is also extended to provide cover within the European Union for up to a maximum of 30 days within the **Period of Insurance**.

**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:  
i. is committed for political, religious, ideological or similar purposes; and  
ii. is intended to influence any government or to put the public, or any section of the public, in fear; and  
iii. involves violence against one or more Persons; or  
iv. involves damage to property; or  
v. endangers life other than that of the person

committing the action; or  
vi. creates a risk to health or safety of the public or a section of the public; or  
vii. is designed to interfere with or to disrupt an electronic system.

**Theft** The taking of **Your Bicycle** within the **Period of Insurance** by another person which is unauthorised or dishonest, with the intent of **Your Bicycle** not being returned to **You**.

**Third Party** A person who is not **You** or persons who are not related to **You** or associated with **You**.

**War** War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

**We/Us/Our** Templeton Insurance Limited, 3<sup>rd</sup> Floor, Analyst House, Peel Road, Douglas, Isle of Man, IM1 4LZ.

**You/Your/Yourself** The policyholder as shown in the **Schedule**.

## Operative Clause

**Your Policy** is a contract between **Us**, and **You**. The information **You** have supplied to **Us** will be the basis of the contract between **You** and **Us**.

In return for **You** having paid or agreed to pay the **Premium**, **We** will indemnify **You** by payment or, at **Our** option, by reinstatement or repair in respect of loss, **Theft**, **Accidental Damage** or **Bodily Injury** occurring in connection with the **Bicycle** during the **Period of Insurance** and within the **Territorial Limits**, subject to the terms, conditions and exclusions contained in or added by **Endorsement** to the **Policy**.

The **Schedule** attached to this document, the **Statement of Facts** and any **Endorsements** are all part of the **Policy** which is to be read as one document and any word or expression used with a specific meaning in any of them shall have the same meaning wherever it appears.

**You** should keep a record (including copies of letters) of all information **You** supply to **Us** in connection with the contract of insurance. No change or modification of this **Policy** will be effective unless confirmed in writing by **Us**.

**You** are required to take reasonable care not to make a misrepresentation to **Us**. This means that all of the information supplied to **Us** as part of **Your** application for cover, including at renewal and when an amendment to **Your Policy** is required is true and correct.

If **You** deliberately or recklessly provided **Us** with false information **We** will treat this in insurance as if it never existed and decline all claims.

If **You** deliberately or carelessly misinform **Us**, this could mean that part or all of a claim may not be paid.

The **Policy** is and remains valid and **We** will pay a claim only if **You** have paid the **Premium** shown in the **Schedule**.

## General Policy Conditions

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

**Arbitration** Any dispute arising out of or relating to this insurance, including its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

**Acting as if Uninsured** **You** must take reasonable steps to prevent any loss, destruction, **Theft**, **Accidental Damage** or **Bodily Injury** occurring in connection with the **Bicycle**.

**You** must keep the **Bicycle** in good condition and/or repair, make good or remedy any defect or danger and comply with all statutory and other obligations and regulations imposed by any authority.

**Cancellation** If **You** decide within 14 days of taking out this **Policy** it does not meet **Your** requirements, **You** may cancel this **Policy** and provided that no claim has been made, receive a full refund of the **Premium** paid.

After 14 days **You** may cancel the **Policy** at any time by giving **Us** written notice, however no refund of **Premium** will be payable.

**We** can also cancel the **Policy** by giving **You** 14 days' written notice at any time, with a cancellation letter being sent to **You** at **Your** last known address.

**Disclosure** **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to:

- 1) supply accurate and complete answers to all questions **We** may ask as part of **Your** application for cover under the **Policy**.
- 2) to make sure that all information supplied as part of **Your** application for cover is true and correct.
- 3) tell **Us** of any changes to the answers or information **You** have given as soon as possible.

When **You** notify **Us** of a change in **Your** circumstances **We** may re-assess **Your** cover, terms and premiums. If **You** do not tell **Us**

about changes or give **Us** incorrect information the wrong terms may be quoted, a claim might be rejected or a payment could be reduced.

Failure to provide answers or information in line with the requirement of the Act may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

### Fraud/ Fraudulent Claims

If any claim made under this **Policy** by **You** or anyone acting on **Your** behalf is fraudulent or intentionally exaggerated or if any false declaration or statement is made or fraudulent device put forward in support of a claim all benefit under the **Policy** shall be forfeited.

**We** will, at **Our** option, terminate the **Policy** from the date of the claim, or alleged claim, or **We** will not pay the claim if;

- 1) a claim **You** have made to obtain benefit under this **Policy** is fraudulent or intentionally exaggerated; or
- 2) a false declaration or statement is made in support of a claim.

In such circumstances, **We** will be entitled to retain the **Premium** paid by **You** and to demand the return of any sums paid in respect of the claim.

### Governing Law and Language

The **Policy** will be governed by and interpreted and construed in accordance with English Law and the English courts will have jurisdiction in respect of any dispute arising out of the **Policy**. The language used in this **Policy** and any communications relating to it will be in English.

### Other Insurance

The **Policy** does not cover any loss or claim where **You** would be entitled to be paid under any other insurance if this **Policy** did not exist.

### Premium Payment

**We** will not make any payment under the **Policy** unless **You** have paid the **Premium** to **Us**.

### Rights of Third Parties

**You** will not disclose the terms and conditions of the **Policy** to anyone without **Our** prior written approval save to the extent that **You** are required to do so by relevant law.

**You** and **We** are the only parties to this **Policy**. Nothing in this **Policy** is intended to give any person any right to enforce any term of this **Policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999 or any successor legislation.

**Subrogation** We shall be entitled at **Our** expense to prosecute in **Your** name for **Our** benefit any claims for indemnity or damage or otherwise against a **Third Party** and shall have full discretion in the conduct of any such action and **You** shall give **Us** all such information and assistance as **We** may reasonably require. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission.

## General Policy Exclusions

The following exclusions apply to all sections of this **Policy**.

### Asbestos

The **Policy** does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. the actual, alleged or threatened presence of or exposure to **Asbestos** in any form whatsoever or;
2. any obligation, request, demand, order or statutory or regulatory requirement that **You** or others test for, clean up, remove, contain, treat, neutralise, protect against, indemnify for any costs or damages relating to or in any other way respond to the actual, alleged or threatened presence of **Asbestos** in any form whatsoever.

Notwithstanding any other provisions of the **Policy**, **We** will have no duty to investigate, defend or pay any defence costs in respect of any claim excluded in whole or in part under paragraphs (1) and (2) hereof.

### Radioactive Contamination

The **Policy** does not cover any;

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from; or
2. Legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from;
  - i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
  - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or component thereof; or
  - iii) any weapon or device which dispenses radioactive material and/or ionizing radiation or which employs atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

### Sonic Bangs

The **Policy** does not cover any loss or damage whatsoever, caused directly or indirectly, by the pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### Territorial Limits

The cover that this **Policy** provides only applies to incidents which occur within the **Territorial Limits** and will not apply to any event arising in any countries outside of the **Territorial Limits** or where any legal or other action, suit or other proceedings is brought against **You** in a country outside of the **Territorial Limits**.

### Terrorism

The **Policy** does not cover loss or damage to any property or any loss or expense whatsoever resulting or arising from, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, or arising from **Terrorism**.

In any action, suit or other proceedings, where **We** allege that by reason of the provisions of this Exclusion any loss, damage or legal liability is not covered by the **Policy**, the burden of proving that such is covered shall be upon **You**.

### Sanctions and Exclusions Clause

**We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit under the **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of, but not limited to, the European Union, Japan, United Kingdom or United States of America.

### War and Similar Risks

The **Policy** does not cover any loss, damage or any legal liability directly or indirectly caused or occasioned by, happening through or in consequences of **War** or **Confiscation** or nationalisation or requisition or loss or damage to property by or under the order of any government or public or municipal, local or custom's authority.

In any action suit or other proceedings where **We** allege that by reason of **War** and Similar Risks described above any loss, damage or any legal liability is not covered by the **Policy**, the burden of proving that such is covered shall be upon **You**.

## General Claims Conditions

The following claims conditions apply to the whole of the **Policy**. Any other claims conditions and procedures are shown in the section to which they apply.

**We** will not make any payment under the **Policy** unless **You**:

1. notify **Us** immediately of anything which is likely to give rise to a claim under the **Policy**, in accordance with any terms further specified under each section of the **Policy**;
2. make every reasonable effort to minimise any loss, and take appropriate emergency measures immediately if they are required to reduce any claim;
3. give **Us**, at **Your** expense, any information which **We** may reasonably require;
4. forward to **Us** immediately upon receipt every letter claim, writ, summons or legal process;
5. not **Abandon Your Bicycle** to **Us**;
6. co-operate fully in the investigation of any claim under the **Policy**;
7. Give **Us** all assistance which **We** may reasonably require to pursue recovery of amounts **We** may become liable to pay under the **Policy**, in **Your** name but at **Our** expense.

No admission, offer, promise, payment or indemnity shall be made or given by **You** or anyone on **Your** behalf without **Our** written consent and **We** will be entitled at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim, and to take proceedings in **Your** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure indemnity from any **Third Party** in respect of any event insured by the **Policy**, and **You** shall give all information and assistance in respect of such action.

## Data Protection

Templeton Insurance Limited is the data controller in relation to any personal data **You** supply to **Us** in accordance with the Isle of Man Data Protection Act 2018.

**We** will use **Your** data to set up and administer the **Policy**, including underwriting and the handling of any claim that may arise, and **We** may send **Your** data in confidence for processing to other companies, including those located outside the European Union. It may also be disclosed to regulatory bodies for the purposes of ensuring compliance and crime prevention.

**We** will not keep **Your** data for longer than is necessary.

If **You** contact **Us** electronically, **We** may collect **Your** electronic identifier, e.g. Internet Protocol (IP) address or telephone number supplied by **Your** service provider.

**You** have the right of access to **Your** personal data which has been collected by **Us** in order to be aware of, and verify, the lawfulness of the processing and, if necessary, to rectify the information held about **You**. If **You** wish to make such an inspection, please write to;

The Data Protection Officer, Templeton Insurance Ltd, 3<sup>rd</sup> Floor, Analyst House, Douglas, Isle of Man, IM1 4LZ

## Complaints

**We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so that **We** can try to put things right. It is important **You** know **We** are committed to providing an exceptional level of service and customer care.

**Step One:** Contact **Your** broker in the first instance to try to resolve the matter with them.

**Step Two:** If the matter cannot be satisfactorily resolved by **Your** broker then **You** can complain to **Us** on 01624 639930, or write to: The Managing Director, Templeton Insurance Ltd, 3<sup>rd</sup> Floor, Analyst House, Peel Road, Douglas, Isle of Man IM1 4LZ.  
Email: [enquiries@templetoninsurance.co.im](mailto:enquiries@templetoninsurance.co.im)

If the matter cannot be satisfactorily resolved at this stage and **You** remain dissatisfied **You** can take the issue further.

**Step Three:** In the unlikely event that the matter is still not resolved **Your** complaint can be referred to: The Financial Services Ombudsman Scheme for the Isle of Man, Thie Slieau Whallian, Foxdale Road, St Johns, Isle of Man, IM4 3AS.

Website: <https://www.gov.im/about-the-government/statutory-boards/isle-of-man-office-of-fair-trading/financial-services-ombudsman-scheme/>

The Financial Services Ombudsman Scheme for the Isle of Man is a free, independent dispute resolution service for customers with a complaint against an Isle of Man financial firm and is not a compensation scheme. The United Kingdom Financial Services Compensation Scheme does not apply to the **Policy**.

The complaints procedure above does not affect any legal right **You** may have to take action against **Us**.

## Section A

### Damage and Theft

**We will cover You in the event of:**

- The **Theft** of **Your Bicycle** from **Your Home**; or
- The **Theft** of **Your Bicycle** away **Your Home**; or
- The **Theft** of **Your Bicycle** from a motor vehicle; or
- **Accidental Damage** to Your Bicycle.

## What is insured

At **Our** option **We** will repair, replace or pay for any lost or damaged **Bicycle** on the following basis, up to a maximum amount equal to the **Sum Insured** as shown in the **Schedule**:

1. for any standard cycle, we will indemnify **You** to the maximum of the retail value of the **Bicycle** at the time of loss, subject to **Depreciation**;
2. for any discontinued **Bicycle**, the cost of repair or replacement with a machine of a similar type or equivalent specification, subject to **Depreciation**;
3. for any hybrid or composite **Bicycle**, where the parts have been individually purchased, **We** will pay the replacement cost of the individual components up to the maximum of the retail value at the time of loss, subject to **Depreciation**.

## What is not insured

1. Any loss if **You** are under 14 or over 85 years of age.
2. More than the **Sum Insured** as shown in the **Schedule**.
3. Any amount shown as the **Excess** in the **Schedule**.
4. Where **Your Bicycle** has been **Abandoned** or any unexplained loss or disappearance of **Your Bicycle**.
5. **Theft** or **Accidental Damage** arising out of the use of **Your Bicycle** for any trade or business purposes, including hire or reward or the carriage of fare paying passengers.
6. **Theft** or **Accidental Damage** arising out of **Your Bicycle** being used to participate in any stunts or using equipment specifically designed for undertaking stunts.
7. Any **Theft** or **Accidental Damage** arising out of **Confiscation**.
8. Any **Theft** or **Accidental Damage** to **Your Bicycle** while the **Bicycle** is used by anyone except **You**.
9. Any **Theft** or **Accidental Damage** to tyres or components unless **Your Bicycle** itself is lost or suffers **Accidental Damage** at the same time.
10. Loss or damage to **Your Bicycle** caused by wear, tear, insects, vermin, scratching, rot, cosmetic changes or any other gradually operating cause.
11. Any **Theft** or **Accidental Damage** which occurs outside of the **Territorial Limits**.
12. Loss or damage occurring to **Your Bicycle** whilst in the custody of a transportation provider or courier unless:
  - i. **You** have obtained a receipt from the transportation provider or courier which confirms their acceptance of responsibility for **Your Bicycle** during the period of transportation;
  - ii. **You** fully complied with all of the terms and conditions of carriage including those relating to packing and storage.
13. Any **Depreciation** applied to **Your Bicycle**. We will not apply **Depreciation** to **Bicycle Accessories** where **You** can provide **Evidence of Ownership** which confirms they are under three years old.
14. **Accidental Damage** arising out of mechanical or electrical breakdown or defect or electronic malfunction or due to lack of maintenance of **Your Bicycle**.

15. **Theft** or **Accidental Damage** to **Your Bicycle** where **You** cannot provide **Us** with evidence of ownership of the **Approved Lock** and **Your Bicycle**.
16. **Theft** from **Your Home** unless:
  - i. the **Bicycle** is contained within the main residence which is locked and the normal security protections are fully operative and in force and the **Theft** is a direct result of violent and forcible entry to or exit from the premises by the thieves, with the **Bicycle** stored out of sight; or
  - ii. the **Bicycle** is contained within any shed, garage or outbuilding at **Your Home** and the building is locked overnight and the **Theft** is a direct result of violent and forcible entry to or exit from the premises by the thieves, with the **Bicycle** being stored out of sight; or
  - iii. the **Bicycle** is contained within a communal hallway and is secured through the frame by an **Approved Lock** to an **Immovable Object** within the building.
17. **Theft** away from **Your Home** if:
  - i. **You** have **Abandoned** the **Bicycle**; or
  - ii. the **Bicycle** is not secured through the frame by an **Approved Lock** to an **Immovable Object**; or
  - iii. the **Bicycle** is not left in a supervised area whilst taking part in a **Competitive Event** and remains there for more than 24 hours.
18. **Theft** from a motor vehicle unless:
  - i. the **Bicycle** is secured through the frame by an **Approved Lock** to a purpose built rack fully fitted to the vehicle; or
  - ii. the **Bicycle** is completely out of sight within the vehicle, it being fully locked and all security protections in force, with the **Theft** being a direct result of violent or forcible entry or exit of the vehicle; and
  - iii. the **Bicycle** is not left in or on the vehicle between the hours of 21.00 hours and 07.00 hours unless the vehicle is in a secure car park and **Theft** is a direct result of violent and forcible entry to or exit from the secure car park by the thieves.

## Section B

### Personal Accident

Special definitions which apply to this section are:

#### Accidental Bodily Injury

An identifiable physical injury which is caused solely by an accident directly arising from **Your** use of **Your Bicycle**, occurring at an identifiable time and place, which results in **Your** death or **Permanent Total Disablement, Loss of Eye, Loss of Hearing, Loss of Limb** or **Loss of Speech** within 12 calendar months of the date of the accident.

#### Loss of Eye

Permanent and total loss of sight in an eye.

### Loss of Hearing

Permanent and total loss of hearing.

### Loss of Limb

Loss by physical separation of an arm, hand or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.

### Loss of Speech

Permanent and total loss of speech.

### Permanent Total Disablement

Disablement which totally prevents **You** from working in **Your** usual occupation, which lasts continuously for 12 calendar months and which at the end of that time, is without prospect of improvement.

## We will cover You in the event of:

**You** suffering from an **Accidental Bodily Injury** which occurs during the **Period of Insurance**.

### What is insured

We will pay **You** the amount shown below under this section:

Loss of Eye	£10,000
Loss of Hearing	£10,000
Loss of Limb	£10,000
Loss of Speech	£10,000
Permanent Total Disablement	£10,000
Death	£5,000
Death if under 18	£750

We will pay up to the amount shown in the **Schedule** to **You**, **Your** executors or nominees, but **We** will not pay more than one of the benefits in respect of the same accident.

For **Permanent Total Disablement**, **We** will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.

### What You must do in the event of injury

We will not make any payment under this section unless:

1. **You** notify **Us** promptly of any injury which might be covered under this section;
2. **You** see a suitably qualified medical practitioner as soon as possible after suffering injury and follow any medical advice **You** are given.

If **We** consider it necessary, **You** must allow a medical adviser chosen by **Us** to examine **You** and to see all medical records.

**You** must provide written notice to **Us** as soon as practicable of any accident which causes or may cause a claim to be made under this insurance and **You** must place yourself as early as possible under the care of a suitably qualified medical practitioner.

### What is not insured

We will not make any payment for:

1. any **Accidental Bodily Injury** unless resulting directly from

**Your** use of the **Bicycle**.

2. any **Accidental Bodily Injury** where **You** were using the **Bicycle** for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.
3. any **Accidental Bodily Injury** where **You** were using the **Bicycle** outside of the **Territorial Limits**.
4. any **Accidental Bodily Injury** where **You** were using the **Bicycle** to participate in any stunts or using equipment specifically designed for undertaking stunts.
5. any **Accidental Bodily Injury** to any person under 16 or over 85 years old at the start date of the **Period of Insurance**
6. any self-inflicted injury resulting from:
  - a. an emotional or psychiatric disorder or condition;
  - b. the taking of or use of alcohol, drugs or controlled substances (other than drugs prescribed by a registered medical practitioner) by **You**;
  - c. the act of committing suicide or causing deliberate injury to **Yourself** or putting **Yourself** in unnecessary danger (unless trying to save a human life);
  - d. any criminal act by **You** for which **You** are convicted.
7. any injury directly or indirectly arising from committing, attempting or provoking an assault or any criminal act.
8. any injury directly or indirectly arising out of or contributed to by pregnancy or childbirth.
9. any injury directly or indirectly caused by **War** or **Terrorism**.

## Section C

### Public Liability

Special definitions which apply to this section are:

#### Bodily Injury

Death, or any bodily or serious mental injury or disease of any person other than **You**

#### Defence costs

Costs incurred by **You** with **Our** prior written agreement to investigate, settle or defend a claim against **You**.

#### Family

Parents, spouse, partner, son, daughter, siblings (aged 16 years or over) who live at the same address as **You**.

#### Property damage

Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property, belonging to a **Third Party**.

### What is insured

If, as a direct result of **Your** ownership or use of **Your Bicycle**, a **Third Party** brings a claim against **You** for **Bodily Injury** or **Property Damage** occurring within the **Territorial Limits** and during the **Period of Insurance**, **We** will indemnify **You** against the sums **You** have to pay as compensation up to the maximum shown in the **Schedule**, which is fully inclusive of all costs and damages.



## What is not insured

**We** will not make any payment for any claim or loss:

1. which is more than the limit of indemnity as shown in the **Schedule**.
2. relating to any amount shown as the **Excess** in the **Schedule**.
3. if **You** are under 16 or over 85 years old.
4. unless resulting directly from **Your** ownership or the use of **Your Bicycle**.
5. directly or indirectly arising from the use of the **Bicycle** for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.
6. directly or indirectly arising from **Bodily Injury** or **Property Damage** occurring or made outside of the **Territorial Limits**.
7. directly or indirectly arising from the use of the **Bicycle** to participate in any stunts or the use of equipment specifically designed for undertaking stunts.
8. directly or indirectly arising from the ownership, possession, maintenance or use by **You** of any watercraft, aircraft, other aerial device, motor vehicle or other mechanically propelled vehicle not included within the definition of **Bicycle**.
9. relating to fines and contractual penalties, punitive or exemplary damages.
10. arising from **War** or **Terrorism**.
11. directly or indirectly arising from any act, breach, omission or infringement **You** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
12. **Your** liability under any contract which is greater than the liability **You** would have at law without the contract or that part of any claim where **Your** right of recovery is restricted by any contract.
13. **Bodily Injury** to any of **Your** employees or any member of **Your Family**.
14. **Property Damage** to any property belonging to **You**, or a member of **Your Family**, or which at the time of the loss or damage is in **Your** care, custody or control.

## What You must do in the event of Bodily Injury or Property Damage to a Third Party.

**We** will not make any payment under this section:

1. unless **You** notify **Us** immediately of any claim or threatened claim against **You**.

2. if, when dealing with a **Third Party**, **You** admit that **You** are liable for what has happened or make any offer, deal or payment, unless **You** have **Our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **You** have **Our** prior written agreement. If **You** do, **We** have the right to cancel the **Policy** as if it never existed.

## How much We will pay in the event of Bodily Injury or Property Damage to a Third Party

**We** will pay up to the limit of indemnity shown in the **Schedule** for each actual or threatened claim. The total amount payable includes reasonable defence costs and expenses incurred by **You** with **Our** written consent, subject to the following conditions:

1. All claims which arise from the same single or original cause or source will be regarded as one claim.
2. **We** reserve the right, but not the obligation, to take control of and conduct in **Your** name, the investigation, settlement or defence of any claim. If **We** think it necessary **We** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **Your** own solicitor but on a similar fee basis as **Our** solicitor and only for work done with **Our** prior written approval.
3. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

## Section D

### Making a claim

#### What to do if You need to make a claim

If **You** should need to make a claim under the **Policy**, **You** must follow the procedures set out below and provide the required information and documentation, in accordance with the time limits stated. If **You** do not do this, **Your** claim may be rejected by **Us**.

- In the event of the **Theft** of, or any **Accidental Damage** to **Your Bicycle**, inform **Us** immediately.
- **You** must immediately notify the police and ensure that they have a record of the incident by obtaining a crime reference number from them. This information must be provided to **Us**.
- **You** will follow any instructions relating to **Your** claim made by **Us**.
- Within 28 days of **Your** notification of claim **You** must provide **Us**, at **Your** own expense, with all supporting documentation, information, and proofs of ownership that are requested.
- **We** reserve the right to ask for any additional information considered necessary to substantiate **Your** claim.
- **We** reserve the right to appoint a loss adjustor to investigate **Your** claim or to seek other expert or specialist advice.
- In making any decision as to whether to pay a claim or not, **We** rely upon the information and evidence **You** provide to **Us** in support of **Your** claim.
- **You** must be prepared to show that **You** have complied with the terms and conditions of this **Policy**.
- **You** must be prepared to show **Evidence of Ownership**.
- In the event of a total loss, either constructive or actual, **We** have the right but not the duty to treat the **Bicycle** as salvage and any proceeds from the sale of such salvage will be used to offset the amount of any claim **We** have paid.

#### Public Liability Claims

- Should **You** become involved in an incident that results in injury to another and/or damage to their property which arises out of **Your** use of the **Bicycle** then **You** must contact **Us** immediately.
- **We** can take over and conduct in **Your** name, any claim or proceedings and will negotiate any claim or proceedings on **Your** behalf.
- **You** will co-operate fully with legal advisors appointed by **Us** to deal with any claim or proceedings against **You**.
- If a legal advisor refuses to continue acting for **You** with good reason or if you dismiss an advisor without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another advisor.
- If **You** settle a claim or withdraw it without **Our** agreement, or do not give suitable instructions to **Our** legal advisor, then cover will end at once and **We** will be entitled to reclaim any costs and expenses paid by **Us** or if none have been paid, to decline to pay any costs incurred in respect of the claim or defence.
- **You** must not negotiate, admit liability, or agree any settlement without **Our** written authority.

Templeton Insurance Limited

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Templeton Insurance Limited is authorised and regulated by the Isle of Man Financial Services Authority as an Authorised Insurer (General Insurer).

Templeton Insurance Limited is not covered by the UK Financial Services Compensation Scheme (FSCS).