

## summary of cover

Because they are legal documents, Certificates of Insurance contain a large amount of information regarding the cover provided, the exclusions applicable, and many other Terms and Conditions which an Insured is required to comply with. For those who are considering purchasing Ecoinsure Cycle Insurance, or for those who may already have done so but find the Certificate of Insurance which we have sent to them intimidating or difficult to follow, **we** have composed a Summary of Cover, to make it easier for **You** to understand what Ecoinsure Cycle Insurance offers by way of protection, as well as the other significant Terms and Conditions of which **You** should be aware.

Of course, **we** must emphasise that this is a summary of the Certificate of Insurance and it cannot possibly contain the full Terms and Conditions of **Your** cover, and for a full explanation of those **You** must refer to the actual Certificate of Insurance wording.

### The cover which applies to your cycle/s

- Accidental or malicious Damage.
- Theft from your home or any temporary location.
- Theft away from your home providing **You** have observed the Security Requirements.
- Theft from in or on a motor vehicle providing you have observed the Security Requirements.

### Basis of Settlement of Claims

Claims for all cycles, regardless of age, will be settled on a full Reinstatement basis, i.e. they will be replaced without any deduction for Wear, Tear or depreciation, up to the limit of the Sum Insured.

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### the **exclusions** which apply to the cover for your cycle/s

- The Policy Excess—the amount which **You** are required to pay when a claim is paid.
- Theft from your home where there is no evidence of violence and forcible entry, or where **You** have omitted to put into force your normal physical or electronic security arrangements.
- Theft from an outbuilding or wooden shed where the doors and windows were not fully and properly locked in the prescribed manner, and where the cycle(s) was not fixed within the premises to a solid immovable object using an Approved Lock.
- Theft away from **Your** home unless the cycle was locked to a solid immovable object by an Approved Lock.
- Theft from **Your** home where the building has been unoccupied for more than 42 days, unless you specifically agreed a longer period of unoccupancy with us.
- Theft or other loss which cannot be reasonably explained by **You**.
- Theft where the cycle is being used by somebody other than **You** unless you have purchased our Family Members Extension.
- Damage or theft of the cycle whilst in transit unless it was contained in a box or a case designed for the purpose.
- Gradually operating causes.
- Trade, business or professional use.
- Racing or competition use unless **You** have purchased our Competition Cover Extension.
- Loss or damage to tyres and accessories.
- Loss or damage outside the Territorial Limits.
- Loss or damage where any of the Security Requirements detailed below have not been fully complied with.
- Claims where the premium has not been paid in full by **You** unless **You** are paying by premium instalments.
- Claims where any of the General Exclusions apply or where any of the General Conditions have been breached by you. These are detailed in the Certificate of Insurance.

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### security requirements

The cover provided is subject to certain Security Requirements when the insured cycle(s) is at home, at a temporary location, away from home and left unattended, or when it is in or on a motor vehicle. In brief, these Security Requirements are:-

- When a cycle is kept at home, all your normal physical and electronic Security protections must be operational and, at appropriate times, be put into proper use by **You**.
- When the cycle(s) is being left unattended in an outbuilding or shed, the doors of the outbuilding and shed must be locked either by a five lever mortice deadlock or a five lever close shackle padlock on a reinforced hasp and staple, and the windows must be either locked or screwed down, and the cycle(s) must be locked through the frame by an Approved Lock to a solid, immovable object.
- When the cycle(s) is away from home and left unattended by **You** it must be locked through the frame by an Approved Lock to a solid, immovable object which is fixed into stone, concrete, brick or steel and is itself incapable of being lifted under or over the cycle(s) or carried away with it.
- When the cycle(s) is away from home and left unattended at a railway station it must be secured through the frame by an Approved Lock to an official cycle rack provided by the railway station within the jurisdiction of British Transport Police.
- When the cycle(s) is in or on a motor vehicle it must be stored within the vehicle completely out of sight or secured through the frame by an Approved Lock to a proprietary roof rack or cycle rack properly fitted to the vehicle. All doors, windows, sun roofs and other openings of the vehicle should be securely closed and locked, the car alarm and/or anti-theft device fitted to the vehicle should be set and operational. Thefts from the vehicle should be as a result of violent and forcible entry; and the vehicle must be licensed for road use, comprehensively insured, have a valid MOT and be in good physical condition.
- When the cycle(s) is in or on a vehicle which is left in a car park between the hours of 9pm and 7am. The car park must be an official, private, enclosed and secure car park and the theft must be as the result of violent and forcible entry to or exit from the car park and violent and forcible entry to the vehicle if the cycle(s) was within the vehicle.

**These Security Requirements are extremely important and, if a claim is to succeed, You must demonstrate that the Security Requirements which apply in the particular circumstances of your loss were being fully complied with.**

## summary of cover (con't)

### extensions of cover

Whilst the main purpose of the insurance is to provide cover for accidental or malicious damage to or theft of the cycle(s), we do provide certain Extensions of Cover which **You** have to select, and in some cases pay an additional premium for, and these are:-

- 1. Family Member Use** This allows any Member of **Your Family** permanently residing with You to ride or use the Cycle(s) and for it to be Insured, just as though they were **You**.
- 2. Public Liability** If **You** cause the Death of, or Injury to, or Damage to the Property belonging to, a Member of the Public, and as a result, **You** are liable to pay Compensation, **we** will indemnify **You** up to a limit of £1,000,000 plus any Legal Costs and Expenses which may be incurred with our written consent. If **You** bought the **Family Member Use** Extension this Cover also then applies Members of **Your Family**
- 3. Personal Accident Cover** If **You** have an accident which results in **Your** Death, or any Loss of Limbs or Eyes, **we** will pay **You** or **Your** representatives the Compensation Benefit specified in the Certificate of Insurance for the particular occurrence. Again, if **You** have purchased the **Family Member Use** Extension the Personal Accident Cover then extends to any Member of **Your Family** who is killed or injured whilst riding your Cycle(s).
- 4. Replacement Cycle Hire Cover** If **Your** Cycle(s) is stolen or damaged whilst **You** are on Holiday within the Territorial Limits we will pay the reasonable cost of the Hire of an alternative Cycle(s) so that you may continue **Your** Holiday.

**Please Note** that these Extensions are subject to certain Exclusions and Conditions which are contained in the Certificate of Insurance.

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### legal expenses insurance

Because cyclists are vulnerable on today's busy roads and there is exposure to a risk of accident or injury, **we** have included within the cover provided, and without any additional premium, cover for Legal Expenses Insurance relating to **Your** cycling activities only. This cover brings with it access to a Legal Helpline.

The benefit of this cover is that following an insured incident, **we** will negotiate to recover your Uninsured Losses and Costs and will assist you with any appeal or in the defence of any appeal. Uninsured Losses include **Your** Policy Excess, any claim **You** may have for personal injuries caused by the incident, and any other costs and expenses incurred by **You** as a result of the incident which are not directly payable by this insurance or any other insurance which **You** may have.

As well as the 24-hour, 7 days a week, Legal Helpline Service, **You** will also have access to a Confidential Counselling Service over the telephone, including, if appropriate, onward referral to relevant voluntary or professional counselling services.

This section of the Certificate of Insurance is provided by DAS Legal Expenses Insurance Company Limited (DAS), is subject to the terms, limits, conditions and exclusions of the Legal Expenses Insurance Cover provided under Section 4 of the Policy which includes a requirement by **You** to allow DAS to handle your claim either directly or through a solicitor appointed by them.

### Exclusions and conditions which apply to the whole of the Certificate of Insurance

You need to be aware that, like every insurance policy, there are general exclusions and conditions which apply to the whole of the Certificate of Insurance. These are listed in detail in the Certificate of Insurance and if you purchase Ecoinsure Cycle Insurance **You** should be aware of them. It is not possible to list them and to explain them in detail in a Summary of Cover, and the best we can do, therefore, is to draw **Your** attention to them and to their significance and importance.

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### claims procedure

Although the claims procedure is explained in detail in the Certificate of Insurance, the following is a brief resume of what you must do if you need to make a claim:

- If **Your** cycle(s) has been stolen contact the **police** immediately.
- If **Your** cycle(s) has been stolen or has been damaged in an accident contact **us** immediately and tell **us** about the Incident.
- Complete a Claim Form as soon as possible. **You** can either get this from our website, or **You** can phone **us** or the Loss Adjusters who will deal with **Your** claim, and ask **us** to send **You** a Claim Form.
- Fully complete and sign the Claim Form and return it to **us** with all the information which **we** request from **You** in the **Guidance Notes** attached to the Claim Form.
- **Do not** order a replacement cycle, or hire a cycle, until **we** have approved **Your** claim and told you how **we** intend to settle it. **We** will always try to replace **Your** cycle rather than make a cash settlement.
- If the claim is for personal accident **we** will need to obtain from **You** medical evidence from **Your** doctor or from a consultant.
- If a third party is making a claim against **You** for injury or damage **You** must not admit liability, make any offer in settlement, or do or say anything which might prejudice our position in terms of defending **Your** claim.
- If **You** wish to make a Legal Expenses Claim **You** must phone the number shown in the Certificate of Insurance and report the matter direct to DAS Legal Expenses Insurance Company Limited.

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### Contact Us

Whether **You** have already purchased **Ecoinsure** Cycle Insurance cover, or whether **You** are considering doing so, if **You** have any issues, concerns, reservations or misunderstandings about any aspect of the cover which **we** provide and the Terms and Conditions which also apply, then **we** suggest that you call **us** on **0870 141 2324** and talk to a member of our staff who will be pleased to assist **You**.

### Cooling-off Period

If, after **You** have purchased Ecoinsure Cycle Insurance cover, **You** decide that this product is not suitable for **Your** particular demands and needs then **You** may return the documents to **us** within 14 days and request a full return of premium including the Insurance Premium Tax included within the premium. However, **we** do have the right to charge an Administration Fee.

### Policy Period

The normal Policy Period is 12 months from the Inception Date to the Expiry Date unless otherwise stated in the Schedule of Insurance.

### Governing Law

This Contract is Governed by the Laws of England and Wales although **You** have the right to choose another Legal Code if you wish to do so.

### What to Do if You are Dissatisfied and Wish to Complain

The Certificate of Insurance contains a list of all the organisations to whom **You** have a right to complain if **You** are dissatisfied in any way with the service **we** have provided, including a referral to the Financial Ombudsman Service. Making a complaint does not in any way affect **Your** right to seek legal address in the courts.

### Conclusion

Please remember that this document is merely a Summary of the Cover, Terms, Limits, Conditions and Exclusions of Ecoinsure Cycle Insurance. If **You** need to read or understand any aspect of the Contract of Insurance **You** must refer directly to the Certificate of Insurance.

### The Underwriters

Ecoinsure Cycle Insurance is underwritten by Novae Underwriting, Syndicate 2007 at Lloyd's (in respect of Section 2 & 3 only), and DAS Legal Expenses Insurance Company Ltd (in respect of Section 4 only). Ecoinsure Cycle Insurance is sold and managed by Butterworth Insurance Services (Godalming) Limited, 180 Garston Old Road, LIVERPOOL L19 1QL.

Lloyd's Syndicates are Members of the Financial Services Compensation Scheme, details of which are found in the Certificate of Insurance.