



TERMS & CONDITIONS

This insurance is arranged by Blue Insurances Limited and administered by Supercover Insurance Ltd with UK General Insurance Limited on behalf of:

UK General Insurance (Ireland) Limited, an insurance company established in Ireland and authorised and licensed by the Central Bank of Ireland. Registered in The Republic of Ireland, registration number 340407, registered office Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4, Ireland

Bicycleinsurance.ie is a trading name of Blue Insurances Limited. Blue Insurances Limited is regulated by the Central Bank of Ireland.

Supercover Insurance Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on +44 (0)800 111 6768.

INTRODUCTION

This policy provides insurance for **your bicycle** while **your** policy is in force as stated in the validation certificate, subject to the terms, conditions, and limitations shown below or as amended in writing by **us**. The policy also provides benefits should **you** suffer an **accident** while using **the bicycle**.

If **you** pay for **your** premiums monthly then **your** policy is a **rolling monthly policy** and is only in force if the monthly premium continues to be paid. Cover can continue up to a maximum of five years.

If **you** pay for **your** policy annually, then **your** policy is an **annual policy** for which the full annual premium must be paid at inception and again at each annual renewal date. The type of policy **you** have will be shown in **your** validation certificate.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in **bold** in this certificate.

Accessories - means equipment added and fixed to the **bicycle** in addition to the manufacturer's original specification, including trailers and passenger carrying trailers. This also includes bicycle helmets and applies to equipment purchased at the same time as the **bicycle** only.

Accident - means a sudden and unexpected event which happens by chance while **you** are using **your bicycle**.

Annual policy - means that **your** policy runs for a period of 12 months and is then renewable. The premium is paid as a single annual amount each year. This will be confirmed in **your** validation certificate.

Approved lock - means

- (a) a nominated lock which is specified in the 'Sold Secure' list (www.soldsecure.com) of cycle locks which is appropriate to the insured value of the **Bicycle**:
 - Insured value under €500 require a Bronze rated lock
 - Insured value under €1000 require a Silver rated lock
 - Insured value over €1000 require a Gold rated lock; or
- (b) any other specified lock accepted by **us** and specified in an endorsement.

Bicycle - means any cycle powered by human pedaling and/or battery which is not subject to the requirements of the Road Traffic Act. This includes **accessories**.

Bodily injury - means identifiable physical injury which:

1. is sustained by **you**, and
2. is caused by an **accident** while **you** are using **your bicycle**, and
3. solely and independently of any other cause, except illness directly resulting from medical or surgical treatment made necessary by such injury, leads to **your** death or disablement within 6 months from the date of the **accident**.

Immediate family - means **your** mother, father, son, daughter, spouse, domestic partner.

Immovable Object - means any solid object fixed into or onto concrete or stone which cannot be removed or lifted, under or over **your bicycle**, or a properly fixed vehicle **bicycle** rack, or if at a train station, a **bicycle** rack supplied by the station and under their jurisdiction.

Insured location - means the location as stated on **your** validation certificate where the **bicycle** is usually kept. This can be

- (a) a brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof;
- (b) a privately accessed brick, concrete or stone built outbuilding or garage with a slate, tiled, corrugated steel, asbestos or multi layered roof, attached to or within the boundaries of a private house;
- (c) a self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof;
- (d) a self contained lockable private room in the halls of residence in which **you** reside;
- (e) a communal hallway of a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof within the building in which **you** reside;
- (f) a brick concrete or stone communal outbuilding of standard construction with a slate, tiled, corrugated steel, asbestos or multi layered roof within the boundaries of the building in which **you** reside;
- (g) a privately accessed lockable wooden shed within the boundaries of the property in which **you** normally reside.

Cover shall be extended to any temporary residence within the **Territorial Limit** of this policy such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 60 days in any 12 month period. Any other address that **you** reside at for in excess of 60 days in any one year may be covered provided **you** advise Supercover in advance and **we** accept.

Loss of limb(s) - means the physical separation of a hand at or above the wrist, or of a foot at or above the ankle and shall include the total and irrecoverable loss of use of one or both hands, or feet respectively.

Loss of sight - means the total and irrecoverable loss of sight in one or both eyes.

Period of cover – for **rolling monthly policies**: 1 (one) calendar month from the inception date, renewing monthly on the same day each month (provided the monthly premium is paid. For **annual policies**: 12 months from the inception date and annually thereafter provided the full annual premium is paid each year.

Permanent total disablement - means a disability starting within 6 months of the date of the **accident** and which lasts at least 12 calendar months and entirely prevents **you** from attending to any business or occupation of any kind and at the end of that period being beyond the hope of improvement.

Precautions - means all measures that it would be reasonable to expect a person to take in the circumstances to prevent damage or theft of **your bicycle**.

Rolling monthly policy - means that **your** policy runs on a month to month basis. It continues each month as long **you** keep paying **your** monthly premiums. This will be confirmed in **your** validation certificate.

Territorial Limit – cover applies within the geographical limits of the Republic of Ireland.

Terrorism - means any act, including but not limited to the use of force or violence or the threat thereof, by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

Unattended – means whilst the **bicycle** is not being used or held by **you** unless locked to an **immovable object** using an **approved lock** or housed within a locked building, vehicle or premises.

We, us, our – UK General Insurance Limited, on behalf of UK General Insurance (Ireland) Limited.

You, your, yourself – the person who owns the **bicycle** as stated on the application form.

WHAT WE WILL COVER

A. Accidental Damage

We will pay repair costs if **your bicycle** is damaged as the result of an **accident**.

B. Theft

If **your bicycle** is stolen we will replace it. Where only part or parts of **your bicycle** have been stolen, we will only replace that part or parts.

C. Breakdown

If **your bicycle** breaks down due to mechanical failure outside of the manufacturer's guarantee period we will repair it.

D. Personal Accident

We will pay the amount shown below if during the **period of cover** you are involved in an **accident** while using **your bicycle** and within 6 months of such **accident** the **bodily injuries** you sustain, solely and independently of any other cause, result in **your** death, **loss of limb(s)**, **loss of sight** or **permanent total disablement**.

The amounts we will pay under this section are:

- **Loss of limb(s)** €5,000
- **Loss of sight** €5,000
- **Permanent total disablement** €10,000
- **Death** €10,000

Benefit under this section shall be payable to **you** or **your** nominees, and shall not exceed the amounts shown above.

We will only pay one of the benefits shown above.

Cover for **permanent total disablement** ends when **you** reach age 65.

CLAIM LIMITS

Replacement

This policy offers a replacement **bicycle** as new. If the **bicycle** cannot be replaced with a new and identical **bicycle** to the one to that was insured, we will replace it with one of comparable specification or the equivalent value of the original **bicycle**.

Policy Excess

There is an excess fee payable by **you** for all claims. This will be 10% of the maximum cover limit for **your bicycle**.

Depreciation for wear and tear

For **bicycles** which are more than two years old from the date of manufacture we will deduct 10% of the original purchase price for the **bicycle**, for each year or part year from the date of manufacture for wear and tear.

Minimum Premium Requirement

If **you** pay for **your** insurance monthly **you** are required to make a minimum premium commitment of twelve months, and if **you** make a claim within the first twelve months **you** will be required to pay the remainder of the twelve months worth of premium before we can process **your** claim.

WHAT WE WILL NOT COVER

Your bicycle is not covered for:

1. Theft:

- from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **bicycle** has been stored out of sight, the vehicle's windows and doors closed and locked, and all security systems have been activated;
- from any convertible or soft topped vehicle where the roof is not securely in place;
- if left on any motor vehicle roof, bonnet or boot unless **you** or someone acting on **your** behalf is inside the vehicle;
- from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit;
- whilst in the care of a person or persons to whom the **bicycle** has been entrusted unless that person or persons belongs to **your immediate family**;
- if the **bicycle** has been left in a location away from **your insured location** for more than 12 hours at any one time;
- where the **bicycle** has been left **unattended** when it is away from the **insured location** unless it has been locked to an **immovable object** with an **approved lock**;
- where all **precautions** have not been taken.

2. Damage caused by:
 - **you** deliberately damaging or neglecting the **bicycle**;
 - **you** not following the manufacturer's instructions;
 - routine servicing, inspection, maintenance or cleaning;
 - the use of **accessories**.
3. Repair or other costs for:
 - routine servicing, inspection, maintenance or cleaning;
 - repairs carried out by persons not authorised by **us**;
 - wear and tear or gradual deterioration of performance.
4. Any kind of damage whatsoever unless the damaged **bicycle** is provided for repair.
5. Any expense incurred as a result of not being able to use the **bicycle**.
6. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the inception of **your** policy or the first 14 days of any amendments to **your** policy.
7. Any theft or damage to tyres or **accessories** unless the **bicycle** itself is stolen or damaged at the same time.
8. Damage to **accessories** of any kind unless fitted to **your bicycle** at the time of the incident.
9. Any **accessories** which have not been purchased at the same time as the bicycle.
10. War Risk
Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
11. Nuclear Risk
 Damage or destruction caused by, contributed to or arising from:
 - a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
12. Sonic Boom
 Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
13. Any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy.
14. Liability of whatsoever nature arising from ownership or use of the **bicycle**, including any illness or injury resulting from it.
15. Value Added Tax (VAT) where **you** are a business that is registered for VAT and can claim the VAT back.

PERSONAL ACCIDENT – WHAT WE WILL NOT COVER

1. Any **accident** when **you** are under 16 or over 85.
2. **Permanent total disablement** when **you** are over 65.
3. Suicide or attempted suicide.
4. Intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or **your** own criminal act.
5. Any **accident** directly or indirectly resulting from stress, trauma or psychiatric illness.
6. Any benefit when **your** death or disablement does not occur within 180 days of the **accident**.
7. Any benefit when **you** cannot prove to **us** that the **permanent total disablement** has continued for 12 months and in all probability will continue for the remainder of **your** life.
8. Any **accident** not involving the use of **your bicycle**.
9. Any **accident** whilst the **bicycle** is being used for hire, reward, courier services, or the carriage of paying passengers.

CONDITIONS & LIMITATIONS

1. The law applicable to this policy shall be Irish Law and the parties hereby agree to submit to the jurisdiction of the Courts of the Republic of Ireland.
2. This insurance only covers **bicycles** bought and used in the Republic of Ireland. Cover is extended to include use of the **bicycle** anywhere in the world up to a maximum of 60 days in total, in any single 12 month period, subject to any repairs being carried out in the Republic of Ireland by repairers approved by **us**.
3. The **bicycle** must be less than 36 months old, in full working order and in **your** possession when the policy is started, and **you** must have a valid proof of purchase which must include the make and model of the **bicycle** and any **accessories**, the price you paid, date of purchase and the address of the supplier.
4. **You** must provide **us** with any receipts, documents or proof of purchase that **we** request.
5. **You** cannot transfer the insurance to someone else or to any other **bicycle** without **our** written permission.
6. **You** must take all **precautions** to prevent any damage to **your bicycle**.
7. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
8. If **you** change the **bicycle** that **you** have insured with **us**, **you** must tell **us** within the next 30 days and **you** must have a valid proof of purchase which must include the make and model of the **bicycle** and any **accessories**, the price you paid, date of purchase and the address of the supplier. If **you** do not tell **us** within 30 days of the date on which **you** change the **bicycle** that **you** have insured with **us**, cover excludes any event giving rise to a claim for the period of 30 days after **you** notify **us** of the change of **your bicycle**.
9. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
 - a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
 - b) to make sure that all information supplied as part of **your** application for cover is true and correct;
 - c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers 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.

CANCELLATION

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **your** agent within 14 days of issue. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing Bicycleinsurance.ie by email: info@bicycleinsurance.ie or telephone: 0818 286 511. If **you** pay **your** premium by monthly instalments there will be no refund because **you** will have only paid for the cover **you** have already received. If **you** pay the premium annually then provided no claim has been made **you** will receive a proportionate refund of the annual premium less an administration fee equal to 25% of the annual premium with a minimum fee applying of €10.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

CLAIMS PROCEDURE

1. **You** must:

- notify Supercover Insurance Ltd on 0818 270 981 as soon as possible but in any event no later than 28 days after any incident likely to give rise to a claim under this insurance;
- report the **theft** of any **bicycle** to the Garda within 24 hours of discovery and obtain a crime reference number in support of **your** claim;
- provide **us** with receipts for any **approved locks** used in support of any **theft** claim or if the receipt is not available **you** must provide the remains of the damaged **approved lock**;
- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the damage including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these insurers.

2. If **we** replace **your bicycle** the damaged or stolen item becomes **ours**. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.

To help **us** improve **our** service **we** may record or monitor telephone calls.

UK General Insurance Limited is an insurer's agent and in the matters of a claim act on behalf of the insurer.

FRAUD

We take a robust approach to fraud prevention in order to keep premium rates down so that **our** customers do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, the right to any benefit under this insurance will end, the policy will be cancelled and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the Garda.

To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between insurers.

COMPLAINTS

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact Bicycleinsurance.ie who arranged the Insurance on your behalf. You can get in touch on 0818 286 511 or by emailing info@bicycleinsurance.ie

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the next working day, **your** agent will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, Tel: 0845 218 2685, Email: customerrelations@ukgeneral.co.uk

CLAIMS

The Customer Services Director, Supercover Insurance Ltd, 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF, Tel: 0818 270 981, Email: complaints@supercoverinsurance.com

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 05494.

If **your** complaint about **your** claim cannot be resolved by the end of the next working day, Supercover Insurance Ltd will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ
Tel: 0845 218 2685, Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to:

The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Telephone – 01662 0899, Fax – 01622 0890
Email – enquiries@financialombudsman.ie, Website – www.financialombudsman.ie

The above complaints procedure is in addition to **your** statutory rights as a consumer.

COMPENSATION SCHEME

UK General Insurance (Ireland) Limited is authorised and regulated by the Financial Regulator. In the event that the company cannot meet its insurance obligations, **you** may be entitled to compensation from the Irish Insurance Compensation Fund. Further information about the compensation scheme arrangements is available from the Financial Regulator by writing to P.O. Box 9138, College Green, Dublin 2, Republic of Ireland or by telephone or fax (TEL: 01 410 4000 or Fax: 01 410 4900) or by e-mail consumerinfo@financialregulator.ie

STAMP DUTY

Stamp duty has been or will be paid in accordance with the provisions of S.113 of the Finance Act 1990 (as amended). All monies which become payable to **us** under this insurance shall in accordance with section 9.3 of the Insurance Act 1936 be paid in the Republic of Ireland.

DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **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.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud **we** may at any time share information about **you** with other organisations and public bodies including the Garda. **We** may 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** furnish **us** with other satisfactory proof of identity.

In addition **we** may undertake credit searches and conduct additional fraud searches (this may include requests for copy driving licenses, utility bills and other documentation to establish the identity of any person applying for insurance).

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **us** to check information provided and also to prevent fraudulent claims. Under the conditions of **your** policy **you** must tell **us** about any insurance related incidents **we** ask about, whether or not they give rise to a claim. When **you** tell **us** about an incident **we** may pass information relating to it to these databases. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.