



TERMS & CONDITIONS

This insurance is arranged by Blue Insurances Limited and administered by Supercover Insurance Ltd with UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Great Lakes Insurance SE is regulated by the Central Bank of Ireland (C34050) for the Conduct of Business Rules.

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

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the period of cover.

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.

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 Ltd on behalf of Great Lakes Insurance SE.

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

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

11. Terrorism

Any direct or indirect consequence of terrorism as defined by the Criminal Justice (Terrorist Offences) 2005 and 2015

12. Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

13. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

14. Any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy.

15. Liability of whatsoever nature arising from ownership or use of the **bicycle**, including any illness or injury resulting from it.

16. 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. Unless some other law is agreed in writing, this policy is governed by Irish law. If there is a dispute, it will only be dealt with in the Irish courts.
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**.

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 from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

CANCELLATION AFTER THE 14 DAY PERIOD

If **you** wish to cancel **your** policy after 14 days **you** can do so by informing Bicycleinsurance.ie by email: info@bicycleinsurance.ie or telephone: 0818 286511.

If **you** pay **your** premium on a monthly basis there will be no refund of premium due as the premium paid will have only been in respect of the cover already received.

If **you** pay **your** insurance premium annually and provided no claim has been made under the policy **you** will be entitled to a pro-rata return of premium, less an administration fee equal to 25% of the annual premium with a minimum fee applying of €10. Policy cover will cease from the date **we** receive **your** cancellation instructions.

If a claim has been made **we** will cancel **your** cover but not refund any premiums.

We 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. Where **we** reasonably suspect fraud
- B. Non-payment of premium
- C. Threatening and abusive behaviour
- D. Non-compliance with policy terms and conditions
- E. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium.

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 Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

CONSUMER PROTECTION CODE

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

FRAUDULENT CLAIMS/FRAUD

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

COMPLAINTS

MAKING YOURSELF HEARD

If **you** have cause for complaint, it is important that **you** know that **we** are committed to providing **you** with an exceptional level of service and customer care. **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.

WHO TO CONTACT?

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person, and;
- that **you** are giving them the right information.

WHEN YOU CONTACT US

- Please give **us your** name and contact telephone number.
- Please quote **your** policy and/or claim number.
- Please explain clearly and concisely the reason for **your** complaint.

STEP ONE – INITIATING YOUR COMPLAINT

Does **your** complaint relate to:

- A. The sale of **your** policy?
- B. A claim on **your** policy?

If A, **you** need to contact

Bicycleinsurance.ie,
Plaza 255 Blanchardstown Corporate Park 2,
Blanchardstown,
Dublin 15
Tel: 0818 286 511
Email: complaints@blueinsurance.ie

If B, **you** need to contact

Supercover Insurance Limited,
Waterside House,
Riverside Way,
Uxbridge,
UB8 2YF.
Tel: 0818 270 981
Email: complaints@supercoverinsurance.com

If **your** complaint about **your** claim cannot be resolved by the end of the fifth working day, Supercover Insurance Limited will pass it to Customer Relations Department, UK General

If **your** complaint is not resolved to **your** satisfaction and **you** remain dissatisfied with the final response to **your** complaint **you** can take the issue further.

STEP TWO – THE FINANCIAL SERVICES OMBUDSMAN BUREAU

If **you** have received the final response to **your** complaint and **you** are still dissatisfied, **you** may refer **your** case to the Financial Services Ombudsman Bureau (FSOB). The FSOB will only consider complaints after **you** have been provided with written confirmation that the internal complaints procedure has been exhausted. The FSOB's contact details are:

Financial Services Ombudsman Bureau
3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Lo Call: 1890 88 20 90
Phone: +353 1 6620899
Fax: +353 1 6620890
Email: enquiries@financialombudsman.ie
Web: www.financialombudsman.ie

Alternatively, if **you** have purchased **your** policy online, **you** can submit a complaint through the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/odr>

COMPENSATION SCHEME

Great Lakes Insurance SE is regulated by the Central Bank of Ireland (C34050) for the Conduct of Business Rules. 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

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Finance Act 1990 (or future amendments thereto).

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

DATA PROTECTION ACT 1998 AND 2003

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 and 2003, 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 processing 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.