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# Helpful Information: Summary of Cover

This table summarises the cover provided by this policy. Please refer to the sections of cover within this document and **your policy schedule** for full details.

Benefit	Limit of Cover	Excess
Section 1   Your Cycle A. Theft B. Attempted Theft	As shown on <b>your</b> policy schedule	Insured Value         Excess           £0 to £1,499         £50           £1,500 to £2,999         £100           £3,000 to £4,999         £150           £5,000 or above         £200
Section 2   Your Accessories	As shown on <b>your</b> policy schedule	

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# **Important Contact Details**

Please ensure that **you** contact **us** before **you** agree to or incur any charges, details of how to do this are shown below.

How can we help?	Who to Call	Contact Details	
To make any queries regarding your policy or if you need to tell us of any changes to your circumstances:	Cycler	Tel:01206 688097Email:hello@cycler.co.ukWeb:cycler.co.uk/customer-area/login	
<b>To make a claim for:</b> Section 1   Your Cycle Section 2   Your Accessories	Bikefinder	Web:www.bikefinder.comApp:Bikefinder appEmail:support@bikefinder.com	
To make a complaint:	See the 'How to Make a Complaint' section on page 14		
To cancel your policy:	Bikefinder	Web:www.bikefinder.comApp:Bikefinder appEmail:support@bikefinder.com	

# How to Make A Claim

If **you** need to make a claim, please contact Bikefinder in one of the following ways;

 App
 | Bikefinder mobile app

 Web
 | www.bikefinder.com

 E-mail
 | support@bikefinder.com

Bikefinder will then notify **Cycler** of **your** claim.

If Bikefinder can't be contacted you can contact us on

Web:www.cycler.co.ukTel:01206 688097Email:hello@cycler.co.uk

If an incident occurs, **you** should take any immediate action **you** think is necessary to protect **your cycle** and **cycle** equipment from further damage.

**You** will be required to produce proof of ownership of **your cycle** and **cycle** equipment in the event of a claim. Where possible **you** should keep proof of purchase/receipts, estimates for repair or replacement of damaged articles and any damaged articles for **us** to inspect.

Sometimes **we** will need to ask a loss adjuster to help **us** deal with **your** claim. If so, **we** will tell **you** and arrange for the loss adjuster to visit **you**. The loss adjuster's role is to assess the claim, confirm what action **you** need to take and recommend to **us** how to deal with the claim.

**IMPORTANT | PLEASE ENSURE THAT YOU REPORT ANY THEFT TO THE POLICE AS SOON AS POSSIBLE. We** may reject any claim for theft which is not reported to the police and a crime reference number obtained.

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# **Important Information**

Please take time to read your policy documents in full to make sure you understand the cover provided.

Within 14 days of policy inception, you are required to upload original pictures of the bicycle/ e-bike(s) and Sold Secure Gold or Diamond Lock to the Bikefinder app.

The pictures must be taken and uploaded within 14 days of policy inception and prior to any registered claim.

Cover will only be provided for items that we've received a picture for which clearly show the make, model and condition of the items being insured.

We ask for these pictures to help us prevent insurance fraud and keep our prices low for customers.

In the event of a claim(s) you may be required to send us the proof of purchase/ownership for the bicycle or e-bike(s) on cover, as well as any accessories and Sold Secure Gold or Diamond Lock.

If you are unable to upload the photo(s) within 14 days of inception, please contact the Bikefinder team to discuss how to progress with the policy.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**.

Your policy is valid from and until the dates specified on your policy schedule.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type of and level of cover **your** policy provides.

#### Information you have provided

You must take reasonable care to provide accurate and complete answers to all the questions you are asked when you take out, make changes to, or renew this policy. You must notify Cycler as soon as possible if any of the information in your policy documents is incorrect or if you wish to make a change to your policy. If you do not provide accurate and complete answers to the questions you are asked, or you fail to notify Cycler of any incorrect information or changes you wish to make, your policy may not operate in the event of a claim or you may be charged an additional premium. We may not pay any claim in full or your policy could be invalid.

## **Security Requirements**

For **your cycle** claim to be covered under Section 1 | **Your Cycle**, **you** must keep to the **security requirements** detailed below;

#### When the cycle is at the home

**Malicious damage** or **theft** of the **cycle** shall only be covered in circumstances where the **cycle** has:

- a) an active Bikefinder subscription
- an active Bikefinder tracking device securely mounted to the handlebar of the cycle with the battery charged at a minimum of 20% with the device not in 'passive' mode and is;
- c) kept under **your** personal supervision; or
- d) kept inside **your home** and any security devices such as locks and alarms and tracking devices are in operation; or
- e) stored within a private garage, privately accessed wooden, plastic or aluminium shed within the boundaries of the **home** and:
  - all external doors are secured by either:
    - a minimum of a 5 lever mortice deadlock to BS3621 standard,
    - a 5 lever padlock,
    - an approved lock,
    - a Sold Secure lock meeting the appropriate gold or diamond standard category for Domestic Buildings; or
  - the cycle is secured through the frame by an approved lock to an immovable object within the building; or
- f) secured through the frame by an **approved lock** to an **immovable object** within the building when the cycle is in any location which is described as a communal hallway or communal outbuilding.

#### When the cycle is away from the home

Malicious damage as a result of attempted theft or theft of the cycle, whilst away from the home, shall only be covered in circumstances where the cycle has:



- a) an active Bikefinder subscription
- an active Bikefinder tracking device securely mounted to the handlebar of the cycle with the battery charged at a minimum of 20% with the device operational and not in 'passive' mode and is;
- c) kept under your personal supervision; or
- secured to an immovable object by an approved lock through the frame and any theft of the cycle is a direct result of the use of force and violence and all tracking devices are in operation.

If the **cycle** is **unattended** within the boundaries of a train station, bus station, coach station or **your** permanent place of employment, this must be for no more than 24 hours and subject to conditions (a) and (b) above.

#### When the cycle is in or on a vehicle

**Theft** whilst the **cycle** is in or on a vehicle shall only be covered in circumstances where:

- e) there is an active Bikefinder subscription in place;
- f) and an active Bikefinder tracking device securely mounted to the handlebar of the cycle with the battery charged at a minimum of 20% with the device not in 'passive' mode and;
- g) all doors, windows and other openings are left closed, securely locked and properly fastened; and
- h) the theft of the cycle is a direct result of the **use of** force and violence; and
- i) any security devices installed in the vehicle and cycle rack are in operation; and
- the cycle is stored out of sight or is secured through the frame by an **approved lock** to the roof or cycle rack attached to the vehicle and;
- k) the vehicle has:
  - valid motor insurance; and
    - a valid MOT certificate where applicable; and

 current road tax where applicable; and
 all windows must be capable of being securely fastened and locks must be capable of rendering the vehicle secure.

If the **cycle** is left in the vehicle between the hours of 9pm and 6am the **cycle** must be covered up so that it is not visible and not identifiable as a cycle to persons outside of the vehicle. **Cycles** which are locked on to the exterior of the vehicle must be removed between the hours of 9pm and 6am.

#### Approved Lock Reminder

Our minimum required lock standards are detailed here with a 'tick', for clarity, these are Sold Secure Gold and Diamond. Please ensure you have the right standard:



## **How We Settle Your Claim**

We will pay up to the **insured value** unless limited below or in **your policy schedule.** 

At **our** option **we** will repair, replace or pay for any damaged item on the following basis:

- 1. For current cycles and **accessories**, other than clothing and headgear, the cost of repair or replacement as new.
- For discontinued cycles and accessories, other than clothing and headgear, the cost of repair or replacement with an item of a similar type or equivalent specification.
- For vintage or antique cycles and accessories, other than clothing and headgear, which are of particular value due to their age, style or collectability, the cost of repair or the value shown in any valuation you provide to us, provided that such valuation:
- a. is less than three years old; and
- b. has been provided by a vintage cycle retailer or other suitably qualified valuer.

If the **cycle** was more than 3 years old or was not new at the time of purchase, then **we** will make a deduction for **depreciation**. Any claim, where the settlement is for repair or replacement of the **cycle**, will only take place within the United Kingdom.

#### **Total loss claims/automatic reinstatement**

The **insured value** applies to each incident of loss. After **we** settle **your** claim following a total loss, **your insured value** will be automatically restored to the full amount and **your** policy will continue unless **you** or **our** Claims team advise **us** otherwise, provided **you** carry out **our** recommendations to prevent further loss or damage.

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We will, at **our** option, specify a supplier of **our** choice for the repair or replacement of the **cycle** or settle the claim to the **insured value** of the **cycle** after any deduction for **depreciation**, by means of store credit, gift cards, vouchers or a cash payment.

#### Changes that may affect your cover

You must tell Cycler as soon as possible about any changes to the information you provided when you purchased or renewed your policy, for example:

- If you change your cycle
- Any change in **your cycle storage address**

This is not an exhaustive list and any changes **you** tell **Cycler** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **Cycler**.

#### **Accessibility | Alternative Formats**

This policy and the Insurance Product Information Document (IPID) are also available in large print, audio and braille. If **you** require any of these formats, please contact **Cycler**.

#### **Your Insurer**

This insurance is underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <u>https://register.fca.org.uk/</u>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <u>https://www.fsc.gi/.</u>

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at https://register.fca.org.uk. Cycler is a trading name of Next Generation Insurance who is authorised and regulated by the Financial Conduct Authority, FCA registration 834883 as an appointed representative of Innovative Risk Ltd. Innovative Risk Ltd is authorised and regulated by the Financial Conduct Authority, FCA Registration 609155. You can check this by visiting the Financial Services Register or by contacting the FCA on 0800 111 6768

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

#### Your Right to Cancel

You have the right to cancel this policy within 14 days of the date you purchased the policy or when you received the policy documents, if this is later. You do not need to provide a reason for cancellation, and we will provide a full refund of any premium paid, unless you have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided **and an administration fee**, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium paid for the period of cover will be provided.

#### **Cancellation by Us**

We may at any time cancel any insurance policy by providing 30 days' notice and apply an administration fee where there is a valid reason for doing so. A cancellation e-mail will be sent to **you** at **your** last known e-mail address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in your circumstances means that **we** can no longer provide cover

f) where **we** identify **your** involvement in, or association with, insurance fraud or financial crime

g) where **you** have misrepresented or provided false information to the questions asked **you** when purchased, renewed or amended **your** policy.

#### **Policy Limits**

All sections of the policy have limits to the amount that **we** will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on **your policy schedule**.

#### **Policy Excess**

You will have to pay any excess shown on your policy schedule. We will only deduct one excess for each claim. If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.

## **Definition of Words**

The words or expressions detailed below have the following meaning wherever they appear in **bold type**.

Accessories: equipment fixed to the **cycle** in addition to the manufacturers' original specification, articles of specialist cycling clothing including protective headgear, cycle luggage, cycle tools, cycle locks and cycle lights, GPS units, cycling computers and heart rate monitors. Mobile phones and tablets are excluded.

Administrator: Next Generation Ins Group Ltd,The Cornard, Systematic Business Park, Old IpswichRoad, Ardleigh, Colchester, CO7 7QL.Telephone:01206 688097,Email:hello@cycler.co.ukWebsite:www.cycler.co.ukFCA registration 834883

Approved Lock: A Sold Secure lock meeting the appropriate gold and diamond standard category for cycles.

For more information please visit Sold Secure at <a href="http://www.soldsecure.com">www.soldsecure.com</a>

**Bodily Injury:** death or identifiable physical injury resulting solely and independently from an accident.

Cycle: any bicycle, adult tricycle or tandem, including component parts and permanently fixed upgrades that are critical to its operation (but not including accessories), owned by you and specified in your policy schedule.

This includes electric bicycles as long as:

- Electric assistance is only provided to a maximum of 25 km/h (15.5 mph)
- The e-bike's pedals are in motion for motor assistance to be provided
- It is not subject to the requirements of the Road Traffic Act
- The rider must be 14 years of age or over

**Competition:** Any event which participants are ranked by time and/or placing or for which any prize or competitive score is awarded.

**Depreciation:** The value that we calculate for your insured cycle and or accessories before any loss has occurred:

More than 1 year old = 17.5% off the recommended retail price

More than 2 years old = 27.5% off the recommended retail price

Subsequent years = an additional 4% off the recommended retail price when new

Excess: the amount that you are responsible for and which will be deducted, or payable by you, in the event of a claim. The excess you will pay is shown on your policy schedule. We will only deduct one excess for each claim. If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.

**Family: your** parents, spouse, domestic partner, son, daughter, including adopted and fostered children, who permanently reside with **you** at the **home**.

**Home:** the location where the **cycle** is usually kept as stated on **your policy schedule**, which is **your** permanent domestic residence and is a house, or a flat or room in a communal residence. This also includes any temporary residence Worldwide, for example a holiday cottage or hotel for a total of 90 days during any 12-month period.

**Immovable Object:** any solid object fixed in or on to concrete, stone, brick or similar, which is not capable of being undone, removed with, or lifted under/over the **cycle**;

- a bicycle rack, which must be securely attached to a motor vehicle in accordance with the manufacturer's instructions;
- a designated bicycle rack located at a train station, bus station, coach station or your permanent place of employment, designed and constructed expressly

for the purpose of securing a bicycle and which is operated by **you** in accordance with the instructions and / or guidance provided.

**Insured Value:** the amount set out on **your policy schedule** which is the most **we** will pay for **your cycle**.

Malicious Damage: physical damage intentionally caused by a third party as a result of attempted theft of the cycle.

Period of Insurance: the period specified on your policy schedule.

**Policy Schedule:** the document issued by **Cycler** which confirms **your** personal information, levels of cover, details of the **cycle**, commencement date and end date of **your** policy.

Security Requirements: for your cycle claim to be covered under Section 1 Malicious Damage or Theft, you must keep to the security requirements detailed on page 5.

**Territorial Limits:** England, Scotland, Wales, Isle of Man and Northern Ireland. This also includes any temporary residence Worldwide, for example a holiday cottage or hotel, for up to 90 days in any 12-month period.

Unattended: not being used or held by you.

**United Kingdom:** England, Scotland, Wales, Isle of Man and Northern Ireland.

**Use of Force and Violence:** visible damage which is consistent with the claimed circumstances, caused to an **approved lock** or **immovable object**; and/or to the fabric of the building or vehicle at the point of entry.

**We/Us/Our:** Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

You/Your: the person named on the **policy schedule** who is a permanent resident in the **United Kingdom**, or any **family** member using the **cycle** with **your** consent.



# Your Policy Cover: Section 1 | Your Cycle

#### What is covered:

#### A. Malicious Damage or Theft

We will pay for repair or replacement, up to the **insured value** stated in **your policy schedule**, of the **cycle**, that has been stolen or sustained **malicious damage**.

#### What is not covered:

- a) The amount of the **excess** shown in **your policy schedule**.
- b) Accidental damage.
- c) Malicious damage or theft where the cycle has not been kept in accordance with the security requirements.
- d) Malicious damage or theft:
  - i) of the **cycle** and/or **accessories** unless **you** can prove ownership.
  - ii) of the cycle whilst being used for competition, including racing,iii) to any faired recumbent cycle.
- e) Malicious damage or theft where the cycle has been kept in a secure bicycle hangar overnight.
- f) Damage to tyres unless accompanied by **malicious damage** to the **cycle**.
- g) Theft of tyres unless accompanied by theft of the **cycle**.
- h) Any unexplained loss, theft or disappearance of **your cycle**.
- i) Loss or damage caused by wear and tear, wet or dry rot, rust, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, or any gradually operating cause.
- j) Scratching, denting or any cosmetic change which does not impair the function of the **cycle**.
- k) Claims where the cycle has suffered damage as a result of a manufacturing fault which is still covered under a manufacturer's warranty.
- I) Theft by a person to whom the **cycle** was entrusted.
- m) Any damage or theft of the cycle in transit which has not been reported to the carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required.
- n) Where costs are incurred by anyone other than **you.**



# Section 2 | Your Accessories

#### What is covered:

a) **Malicious damage** to or theft of **your accessories**, subject to the policy terms and conditions.

We will pay for repair or replacement of fitted cycling accessories up to the value shown on **your policy schedule** if they are stolen in the same loss as **your** bicycle or maliciously damaged as a result of an attempted theft.

#### What is not covered:

- a) Accidental damage.
- b) Malicious damage or theft of the accessories unless you can prove ownership.
- c) Damage to **accessories** unless accompanied by damage to the **cycle**.
- d) Theft of fixed **accessories** unless accompanied by theft of the **cycle**.
- e) Loss or damage caused by wear and tear, wet or dry rot, rust, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, or any gradually operating cause.
- f) Malicious damage or theft where the cycle has been kept in a secure bicycle hangar overnight.
- g) Scratching, denting or any cosmetic change which does not impair the function of the accessories.
- h) Claims where the accessories have suffered damage as a result of a manufacturing fault which is still covered under a manufacturer's warranty.
- Any damage or theft of the accessories in transit which has not been reported to the carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required.
- **j)** We will not make any payment for any clothing or headgear that is more than seven years old.



# General Information about Your Policy: **General Exclusions**

The following exclusions apply to the whole of this policy. Any other exclusions are shown in the section to which they apply.

#### This policy does not provide cover for:

- 1. Any claim if the premium has not been paid to Bikefinder.
- 2. Any claim if at the time of the claim **you** do not have an active subscription with Bikefinder.
- 3. Any bicycle, tricycle, tandem or recumbent that is;
  - not solely driven by human pedal power or electric battery
  - subject to the requirements of the Road Traffic Act.
- 4. Any claim where proof of ownership cannot be provided for the cycle and/or the approved lock and/or accessories.
- 5. Any claim where **we** have not received and validated a picture which clearly show the make, model and condition of the items being insured.
- 6. Any claim involving the **cycle** when it is engaged for use in trade or business purposes (excluding commuting to and from work).

# This policy does not provide cover for claims, contributed to or caused by;

- 7. You engaging in any criminal act.
- You being under the influence of drugs, solvents or alcohol, except those prescribed by a registered medical doctor.
- Suicide, attempted suicide or deliberate injury to you or putting yourself in unnecessary danger (unless trying to save human life).
- 10. Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

- For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- 11. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

#### Any direct or indirect consequence of:

- 12. Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 13. 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.
- 14. Irradiation, or contamination by nuclear material; or
- 15. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- 16. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

### **Terms and Conditions**

#### 1. Eligibility

**You** must be at least 18 years of age and permanently reside in the United Kingdom to be eligible for this insurance. Cover is not offered for commercial or fare paying passenger use, **you** must be the owner of the insured item(s) and **you** must have an active Bikefinder subscription.

#### 2. Duty of Care

You must take care to prevent any malicious damage or theft and keep your cycle and/or accessories in accordance with the security requirements and maintain them in a good state of repair and condition. You must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

#### 3. Other Insurance Policies

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

#### 4. Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.

#### 5. Under Insurance

If the **insured value you** have chosen is less than the full replacement value of **your cycle**, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **insured value** was equal to the replacement cost of **your cycle**, **we** will pay no more than 75% of **your** claim.

This does not apply to vintage or antique cycles, which are of particular value due to their age, style or collectability, provided that **you** supply a valuation:

- a) that is less than three years old; and
- b) has been provided by a vintage cycle retailer or other suitably qualified valuer; and
- c) values **your cycle** at the i**nsured value you** have chosen.

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# How to Make a Complaint

It is **our** intention to give **you** the best possible service however if **you** do have any cause for complaint about this insurance or the handling of any claim **you** should follow the complaints procedure below:

• If **you** have a complaint regarding the sale or service of **your** policy, please contact **Cycler** who arranged the insurance for **you**:

Tel: 01206 688097 Email: <u>hello@cycler.co.uk</u> Web: cycler.co.uk/customer-area/login

In all correspondence please tell **us you** are insured by **Cycler** and provide the reference number **20263** along with the unique policy number from **your policy schedule**. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

#### **Financial Ombudsman**

If we have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter. For more information regarding the scope of the Financial Ombudsman Service please refer to <u>www.financial-ombudsman.org.uk</u>.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel: 0800 023 4567 Get in touch online: <u>https://www.financial-ombudsman.org.uk/contact-us/complain-online</u>

# **The Financial Services Compensation Scheme**

If Watford Insurance Company Europe Limited. cannot meet their obligations, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). You can get more information about compensation scheme arrangements from the FSCS or visit <u>www.fscs.org.uk</u>.

# **Governing Law**

This policy is governed by English Law.

## **Your Privacy**

#### **Bspoke Underwriting Ltd**

We are Bspoke Underwriting Ltd, our data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what we do with the information that we collect about you and we process your personal data in accordance with the relevant data protection legislation.

#### Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

#### What information do we collect about you?

Where **you** have purchased an insurance policy through **Cycler**, **you** will be aware of the information that **you** gave to them when taking out the insurance. **Cycler** will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

#### **PRIVACY NOTICE**

#### **Bspoke Underwriting Ltd Privacy Notice**

**You** can get more information about this by viewing **our** full Privacy Notice online at http://bspokegroup.co.uk/wpcontent/uploads/2023/04/bspoke-uw-privacy-policy-apr23.pdf or request a copy by emailing us at dataprotection@bspokeunderwriting.co.uk. Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Road, Leeds, LS25 1NB.

#### WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <a href="https://www.watfordre.com/privacy-policy/">https://www.watfordre.com/privacy-policy/</a>

#### **Next Generation Ins Group Ltd Privacy Notice**

You can get more information about this by viewing our full Privacy Notice online at https://cycler.co.uk/privacy

# **Fraudulent Claims**

If you or anyone acting for you makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending us or anyone acting on our behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- acting dishonestly or exaggerating a claim

#### We;

- a) are not liable to pay the claim: and
- b) may recover from you any sums paid by us to you in respect of the claim; and
- c) may by notice to you treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This Information may also be shared with the police and other insurers for fraud prevention purposes.