

## POLICY WORDING

This document is a legally binding contract of Insurance between Nirvana Europe Limited (**you**) and **us**.

**We** agree to insure **your participants** under the terms, conditions and exceptions contained in this policy wording and outlined in the policy **schedule**

**Your participants** are insured for any loss or damage that occurs during the **period of insurance** for which **you** have paid, or agreed to pay a premium and for which they have opted-in

Unless **we** have agreed otherwise with **you**, this Insurance is governed by English law.

## GROUP EVENT ENTRY FEE COVER

### SECTION 1: EVENT ENTRY FEE COVER

#### What is Covered

We will pay the non-refundable race fee entry cost, less any refunds to protect **participants** against situations or losses that result from sudden and unexpected events as outlined below:

1. Any serious injury or any unforeseen serious illness occurring to **your participant** which results in them being unable to attend an event for which they have entered. **Your participant** must be examined by a physician and the physician must advise them in writing not to attend the event.
2. Any serious injury or any unforeseen serious illness occurring a **participant's family** which requires them to provide primary care to that person. **Your participant's family** member must be examined by a physician and evidence provided.
3. Any serious injury or any unforeseen serious illness occurring to your **participant's family** member that is considered life threatening or requiring hospitalisation. A **participant's family** member must be examined by a physician and evidence provided.
4. The death of a **participant's family** member on or within thirty (30) days prior to the event date.
5. **Your participant** being required to serve on a jury or served with a court order which requires their appearance in court on the day of the event, and which prevents them from attending the event.
6. **Your participant's** home is made uninhabitable by fire, flood, burglary, vandalism, or natural disasters.
7. **Your participant** is directly involved in a traffic accident on the day of the event that causes either:
  - 1) Injury to them; or
  - 2) Damage to their vehicle that creates an immediate need for repair to ensure its safe operation
8. **Your participant** being on active military duty and having personal leave revoked, except for disciplinary reasons.
9. **Your participant**, after having been with the same employer for at least three continuous years, are terminated or laid off, except for disciplinary reasons, after the effective date of coverage.
10. **Your participant** not arriving at the venue due to a delay by a common carrier used for transportation.
11. **Your participant** automobile having a mechanical breakdown within 24 hours of the event which results in the vehicle being unable to be driven to the event.
12. **Your participant's** place of work is made unsuitable for business by fire, burglary, vandalism or natural disasters within 48 hours prior to the event.

#### What is not Covered

1. The first 15% of every claim.
2. Pre-Existing Conditions;
3. Intentionally self-inflicted harm, suicide or attempted suicide;
4. Normal pregnancy, fertility treatments, childbirth or elective abortion, other than unforeseen complications of pregnancy of **your participants** or their **family**
5. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto of **your participants** or their **family**;
6. Alcohol or substance abuse; or conditions or physical complications related thereto of **your participants** or their **family**
7. Any unlawful acts committed by **your participants** or their **family** whether they are insured or not;
8. **Your participant** a) making changes to personal plans or b) having a business or contractual obligation;
9. The event being cancelled or delayed by the venue or promoter for any reason (including bad weather)
10. Prohibition or regulation by any government;
11. Lost or stolen tickets, entry forms.
12. Any expected or foreseeable events.
13. If **your participants** give incorrect data or facts.
14. If the loss is not submitted to **us** within 14 days from the date of loss, except as otherwise prohibited by law.

## GROUP PEDAL CYCLE COVER

### SECTION 2: PEDAL CYCLE, THEFT AND MALICIOUS DAMAGE COVER

Please note; pedal cycle cover is only activated, once you “opt-in” and contribute to the costs incurred.

#### 1. Theft or Malicious Damage from an Insured Location

##### What is Covered

We will at our option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the sum insured shown in the schedule subject to the value of the **pedal cycle**. We may use specialist suppliers for repair or replacement chosen by us.

##### What is not Covered

1. The first £250 of every claim.
2. **Accessories.**
3. Theft or **Malicious Damage** from an **insured location** unless involving **forcible and violent entry** and **your participant** has complied with Security Requirement 1.
4. Theft or **Malicious Damage** when the **pedal cycle** is locked to an **immovable object** by an **approved lock** unless the key and a receipt for the purchase of the **approved lock** demonstrating the make and model, or the remains of the **approved lock** are provided in support of any claim.
5. Unexplained Theft or **Malicious Damage.**
6. Theft or **Malicious Damage** when **your participant’s pedal cycle** is required to be locked and it is not secured by an **approved lock.**

#### 2. Theft Or Malicious Damage When Away From The Insured Location

##### What is Covered

We will at our option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the sum insured shown in the schedule subject to the **value** of the **pedal cycle**. We may use specialist suppliers for repair or replacement chosen by us.

##### What is not Covered

1. The first £250 of every claim.
2. **Accessories.**
3. Theft or **Malicious Damage** unless **your participant** has complied with Security Requirement 2.
4. Theft or **Malicious Damage** when the **pedal cycle** is locked to an **immovable object** by an **approved lock** unless the key and a receipt for the purchase of the **approved lock** demonstrating the make and model, or the remains of the **approved lock** are provided in support of any claim.
5. Theft or **Malicious Damage** following **abandonment.**
6. Theft or **Malicious Damage** by a person or persons to whom the **pedal cycle** is entrusted.
7. Theft or **Malicious Damage** when using the **pedal cycle** for hire, reward, courier services or the carriage of paying passengers.
8. Unexplained Theft or **Malicious Damage.**
9. Theft of **pedal cycle** wheels and or power meter devices unless stolen at the same time as the entire **pedal cycle.**
10. Theft or **Malicious Damage** when **your participant’s pedal cycle** is required to be locked and it is not secured by an **approved lock.**

#### 3. Theft or Malicious Damage When from a Vehicle

##### What is Covered

We will at our option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the sum insured shown in the schedule subject to the **value** of the **pedal cycle**. We may use specialist suppliers for repair or replacement chosen by us.

##### What is not Covered

1. The first £250 of every claim.
2. **Accessories.**

3. Theft or **Malicious Damage** when your participant has not complied with Security Requirement 3.
4. When access to the vehicle has not been made by forcible and violent entry
5. Unexplained theft or **Malicious Damage**.
6. Theft or **Malicious Damage** when **your participant's pedal cycle** is required to be locked and it is not secured by an **approved lock**.
7. Where a **pedal cycle** is secured to a roof or bike rack using the key operated locking mechanism of the rack for longer than 1 hour.
8. Where a **pedal cycle** is secured to a roof or bike rack through the frame to the rack by an **approved lock** for longer 12 consecutive hours.

## SECURITY REQUIREMENTS APPLICABLE TO SECTION 2

Wherever an approved lock is required to be used the lock will need to have been tested by Sold Secure and be a Sold Secure Gold rated

### 1. Security Requirements at an Insured Location

**Malicious damage**, or theft of the property insured whilst at the **insured location** shall only be covered in circumstances where the **pedal cycle** is:

- a) At an **insured location**; as described in:
  - a) house
  - b) flat
  - c) room in a communal area
  - d) temporary residence such as a holiday home, guesthouse or hotel

Where the **pedal cycle** is kept inside, the **pedal cycle DOES NOT** need to be secured through the frame by an **approved lock** to an immovable object, however any home security devices must be in operation and all final exit doors and accessible windows must be locked.

- b) At an **insured location** as described in:
  - a) communal room or hallway

The **pedal cycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building

### 2. Security Requirements Where the Pedal Cycle is Away from the Insured Location

**Malicious damage** or theft of the **pedal cycle** whilst away from the **insured location** shall only be covered in circumstances where:

- a) The **pedal cycle** is not left **unattended**; or
- b) The **pedal cycle** is left **unattended**, but secured to an **immovable object** by an **approved lock** through the frame and
- c) Any access to the **pedal cycle** is affected by **forcible and violent entry**
- d) The **pedal cycle** is not **abandoned**

### 3. Security Requirements for Vehicles Where the Pedal Cycle is in or on a Vehicle

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

- a) All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened;
- b) Access to the **pedal cycle** must have been affected by **forcible and violent entry**;
- c) Any security devices installed in the vehicle are in operation; and
- d) The **pedal cycle** is stored out of sight, (wherever possible)
- e) The **pedal cycle** is secured to a roof or bike rack using the key operated locking mechanism of the rack and where the rack is secured to the vehicle and left for no longer than 1 hour and access to the **pedal cycle** is affected by **forcible and violent entry**
- f) The **pedal cycle** is secured to a roof or bike rack through the frame to the rack by an **approved lock** and where the rack is secured to the vehicle and left for no longer 12 consecutive hours and access to the **pedal cycle** is affected by **forcible and violent entry**
- g) Any vehicle used must have valid motor insurance; a valid MOT; current road tax and all windows and locks that are capable of rendering the vehicle secure should be fully operational.

## SECTION 3: PEDAL CYCLE, ACCIDENTAL DAMAGE INCLUDING RACE COVER

### What is Covered

We will at our option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the sum insured shown in the schedule subject to the **value** of the pedal cycle. We may use specialist suppliers for repair or replacement chosen by us. We may use carbon repair specialists to evaluate structural damage.

### What is not Covered

1. The first £250 of every claim.
2. **Accessories**.

3. Accidental damage when loaned or hired out by your **participant** to any other person.
4. Any accidental damage following **abandonment**.
5. Any accidental damage claims for marring, scratching, denting or cosmetic changes.
6. Any accidental damage claims for a **pedal cycle** frame unless there are visible signs of structural damage.
7. Any gradually operating cause including but not limited to damage caused by wear and tear, wet or dry rot, atmospheric or climatic conditions, frost, insects, vermin, corrosion, rust, dust, contamination, change in colour of finish, chemical reaction, marring, scratching, denting, cosmetic changes, dampness, dryness, shrinkage or evaporation.
8. Mechanical or electrical breakdown or defect or electronic malfunction.
9. Failure to use or maintain the **pedal cycle** in accordance with the manufacturer's instructions.
10. Faulty or defective design, materials or workmanship or latent defect and defects in operation.

## DEFINITIONS

The following words or phrases highlighted by the use of bold print have the same meaning whenever they appear in this document, the **schedule** and endorsements.

**Abandonment, Abandoned** - when a **pedal cycle** is left in a location other than the **insured location** for more than 12 consecutive hours or a transition area awaiting use during an organised competitive triathlon or cycling event for more than 48 hours.

**Accessories** - **pedal cycle** related equipment owned by you and used in conjunction with the **pedal cycle** disclosed on the schedule which are not essential to its operation - including but not limited to; saddle bags, bike computers, bottle cages, bottles, clip on tri bars and additional wheels not in use.

**Accident** - a sudden and unexpected event which happens by chance during the **period of insurance**.

**Adult** - person who has reached the age of 18 years.

**Approved Lock** - a lock, which at the time of purchase, was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of Gold rated locks.

**Evidence of Ownership** - original purchase receipt showing details of the **pedal cycle or approved lock** showing the date & price paid or other evidence which clearly demonstrates ownership e.g time stamped photograph.

**Family** - parents, spouse, partner, son, daughter or siblings, who permanently live with **your participant**.

**Forcible and Violent Entry** -

- a) entry evidenced by visible damage to the fabric of the building or vehicle at the point of entry
- b) damage caused to an **immovable object** or **approved lock**

**Immovable Object** -

- a) An object of sufficient height which cannot be undone or removed unless using extreme force and which is sufficiently secure.
- b) A properly fixed motor vehicle **pedal cycle** rack which is locked to the vehicle.
- c) A **pedal cycle** rack supplied expressly for the purpose of securing **pedal cycles** which cannot be undone or removed unless using extreme force, including those found at rail stations, city centres and places of work.

**Insured Location** -

- a) A house built of brick, concrete or stone and roofed with slate, tiles or a multi layered roof in which a **participant** normally resides.
- b) A self-contained flat within a brick, concrete or stone building with a slate, tiled or multi layered roof in which a **participant** normally resides.
- c) A self-contained lockable private room in either your **participant's** normal place of work or the halls of residence of a university in which your **participant** normally resides.
- d) A communal room or hallway in a brick, concrete or stone building with a slate, tiled or multi-layered roof, in which a **participant** normally resides or is your **participant's** normal place of work
- e) A **participant's** temporary residence such as a holiday home, guesthouse or hotel (providing the temporary residence is **self contained** and lockable)

**Malicious Damage** - intentional damage caused by a third party.

**Participant** - a subscriber to **your** terms of business who is a **participant** on one of **your** trips and who has agreed to abide by **your** terms and whose name which is entered in the register of **participants** agreed to be covered by the terms of this policy

**Pedal Cycle(s)** - any bicycle, tricycle, tandem or trailer cycle powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act, including all components, equipment upgrades, or cycle related equipment which form part of the **pedal cycle** and are essential to its operation and which are owned by **your participant** or for which **your participant** is legally responsible.

**Period of Insurance** – the period for which this policy is in force as shown on the schedule, **participants** are only covered for the period of their trip booked with **you**

**Schedule** - the document showing the details of the insured person and the cover provided.

**Race Cover** – Cover is provided for claims arising out of the use of a **pedal cycle** in an organised cycling or triathlon event

**Sum Insured** - the amount set out on the schedule

**Terrorism** - an act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a) Is committed for political, religious, ideological or similar purposes; and
- b) Is intended to influence any government or to put the public, or any section of the public, in fear; and
- c) i. involves violence against one or more persons; or  
ii. involves damage to property; or  
iii. endangers life other than that of the person committing the action; or  
iv. creates a risk to health or safety of the public or a section of the public; or  
v. is designed to interfere with or to disrupt an electronic system.

**Transition area** – is an area that excludes all other persons apart from competitors and officials (check in crew, security crew, direction/flow marshals). It must have some form of barrier / fencing to form a compound; rope or marker tape is not sufficient

**Unattended** - whilst the pedal cycle is not being used or held by **your participant** or an **adult** who is entrusted with its safe keeping.

**United Kingdom** - England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.

**Value** - may be defined by using one of the following circumstances:

- a) The price in GBP which you paid to purchase a new or second hand pedal cycle including the sum of any parts which you purchased and which form part of your pedal cycle (including VAT).
- b) The price in GBP which you paid to purchase new or second hand pedal cycle
- c) For vintage or antique **pedal cycles**, which are of particular worth due to their age, style or collectability, the sum shown in any valuation you provide to us, provided that such valuation is less than three years old and has been provided by a vintage cycle retailer or other suitably qualified valuation expert.
- d) The undiscounted replacement cost for a **pedal cycle** which when purchased as new benefited from a significant and one-off discount.
- e) For custom builds the price paid for the sum of the parts excluding labour costs.

**We/Us/Our** - the insurers named in the schedule of insurance.

**You/Your** - the insured person named on the schedule who's business is registered in the United Kingdom.

## GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

The following conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply. This certificate of insurance does not provide cover for any accidental damage or theft, or any expenses of legal liability of whatsoever nature, directly or indirectly caused, contributed to by, or happening though, or in the consequence of:

1. Any act of fraud or dishonesty by **you, your participant(s)** or anyone acting on **you or your participant(s)** behalf.
2. War, invasion, **terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military, or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
4. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
6. Suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save human life).
7. Solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered doctor, or drugs which have been prescribed by a registered doctor and not those prescribed for drug addiction.
8. Engaging in any criminal act.
9. Any claim where **evidence of ownership** cannot be provided for the **pedal cycle**
10. Natural disasters
11. Financial Default,
12. Epidemic or Pandemic,
13. Pollution or threat of pollutant release.

## IMPORTANT INFORMATION

### Authority

In order that this contract may be issued as evidence of the policy of insurance, the Insurers mentioned in **your schedule** of insurance have entered into an agreement. This agreement empowers Tradewise Insurance Company Limited to issue this document.

### Basis of Claim Settlement

**We** will indemnify **your participants** under each policy section that is shown on **your schedule**, up to but not exceeding the amount shown. **We** may choose whether to replace, repair or pay for any loss.

**You and your participants** must accept that **we** may appoint a specialist to investigate any claim on **our** behalf.

**You and your participants** must retain any damaged property for inspection unless **we** have advised otherwise.

In the event of theft, attempted theft, vandalism or malicious acts **your participants** must notify the police immediately.

**Your participants** may be asked to supply the following items in the event of a theft claim; the remains of an **approved lock**, a purchase receipt for the **approved lock** and all keys for the **approved lock**

**We** will pay the cost of repair or pay the cost of replacement as new or at **our** discretion will arrange for repair or replacement to be effected. **Our** liability shall not exceed the lower of the sum insured detailed on **the schedule** of cover or the **value** of the **pedal cycle(s)** less any excess as indicated under the claims excess section.

Upon settlement of a claim for loss or damage where the **pedal cycle** has been recovered or is deemed a total loss **we** have the right to take and keep possession of any part or the entire **pedal cycle** and deal with the salvage in a reasonable manner, but **your participant** shall not abandon any **pedal cycle** to **us**. In the instance of a **pedal cycle** being recovered after a theft it is **your participant's** responsibility to notify **us**.

## CLAIMS – IMPORTANT ADVICE IF YOUR PARTICIPANTS ARE INVOLVED IN AN INCIDENT THAT MIGHT LEAD TO A CLAIM. IT IS IMPERATIVE TO REPARTICIPANT THE FOLLOWING:

- Always exchange details with the other cyclists, including names, addresses.
- Obtain Witness details.
- **Your participant** should not discuss whose fault the **accident** was or accept any responsibility.
- Do not answer directly any correspondence received from any representatives of the other parties involved.
- Ensure it is submitted to Yellow Jersey without delay.
- All thefts must be reported to the Police and a Crime Reference obtained.

**Your participants** will need to provide the following information:

- Policy Number – **YJMB0000105**
- Details of the event entered
- Their personal details
- Details of any other parties
- Names and addresses for any witnesses
- Full details of what happened

**It is a condition of the policy for all parties to provide all information and assistance we may require during the course of our investigations. Failure to do so may result in unnecessary delays and expense being incurred or a claim not being paid.**

### Complaints Procedure

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:

1. SALE OF THE POLICY - Yellow Jersey, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0046 | Email: support@YellowJersey.co.uk.

2. CLAIMS - Direct Group, Customer Relations, PO Box 1193, Doncaster, DN1 9PW | Tel: 0333 003 0600 | Email: customer.relations@directgroup.co.uk. In all correspondence please state the scheme name Yellow Jersey.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR | Tel: 0300 123 9 123 | Email: complaint.info@financial-ombudsman.org.uk. The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

## Guidance Notes

Please check that the contract is suitable for **your** needs.

**We** rely on the information **you** gave **us** being correct and complete. If it is not complete **you** may not be covered by this Insurance.

**You** must tell **us** about changes in the information **you** gave **us**. If **you** do not, **you** may not be covered by this Insurance.

**You** must also tell **us** about any changes **you** want **us** to make to this document. This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, the law applying to this contract is English law.

This insurance is underwritten by Tradewise Insurance Services Ltd, Link House, 300 Southbury Road, Enfield, Middlesex, EN1 1TS who are authorised and regulated by the Financial Conduct Authority.

## Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Financial Services Compensation Scheme

**We** are participants of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

## Data Protection Notice

This document contains important information relating to the details **you** have given **us**. **This notice should also be shown to anyone else that is insured under this policy**. This section draws to **your** attention the systems **we** have in place which allow **us** to detect and prevent fraudulent claims.

## Fraud Prevention and Detection

In order to prevent and detect fraud **we** draw to **your** attention in accordance with Data Protection Legislation, the fact that **we** may at any time record and monitor telephone calls for the purpose of detecting fraud & deception. **We** may also pass **your** details through any number of data sharing/fraud prevention Agencies.

**Your** Insurance cover details may be added to the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and the Insurance Anti Fraud and Theft Register, run by the Association of British Insurers. It is a condition of **your** policy that **you** must tell **us** about any incident (such as **accident** or theft) whether or not it gives rise to a claim as soon as possible. **We** will pass information relating to it on to these Agencies. If **you** or anyone acting on **your** behalf gives **us** false or inaccurate information and **we** suspect fraud, all benefits under this policy will be void. The matter will be recorded with the above Agencies and pursued in accordance with the law.

**We** may share information about **you** with **our** associated and subsidiary companies. Other organisations may also use and search these records in their effort to combat fraud and undertake credit searches.

The **company** wishes to make it clear that the vast majority of honest Policyholders suffer as a result of a few. **Our** aim is to provide the best possible service to the genuine customer. Through the use of these systems and certain interview techniques, **we** are able to address fraud in such a manner that enables **us** to keep premiums competitive.