



#### ARRANGED BY

Bicycle Insurance cover is arranged by Blue Insurance Limited with Bastion Insurance Services Ltd. Blue Insurance Limited address is Plaza 255, Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15, Ireland. Blue Insurance Limited trading as Bicycleinsurance.ie is regulated by the Central Bank of Ireland.

Bastion Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority. Bastion Insurance Services Ltd address is Temple Court Mews 109, Oxford Road, Oxford, Oxfordshire, OX4 2ER, United Kingdom. Details about our regulation by the Financial Conduct Authority are available from us on request.

#### DATA PROTECTION NOTICE OF BLUE INSURANCE LIMITED AND BASTION INSURANCE SERVICES LIMITED

We are committed to protecting **your** privacy and personal information at all times and ensure that all personal data processed by us in the course of administering **your** policy is done so in compliance with the relevant data protection legislation.

Blue Insurance Limited and its associated companies are committed to protecting **your** privacy and personal information at all times and ensure that all personal data processed by us in the course of administering **your** policy is done so in compliance with the relevant data protection legislation.

To administer **your** policy we will process and store information about **you** provided by **you**. This notice applies to anyone who is insured under this Bicycle Insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by us for the purposes of arranging **your** policy; including but not limited to customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied will also be passed to the Underwriter for fulfilment of **your** insurance contract and for claims purposes. Please refer to the Data Protection Notice contained further within the policy wording for further details on how the Underwriter processes **your** data.

**You** have various rights in relation to personal information that is held by us, including the right to request access to **your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how we use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how we use **your** data by reviewing our full Privacy Policy (<https://www.blueinsurance.ie/PrivacyPolicy/IE/>) and Bastion Insurance Services Ltd Privacy Policy (<https://www.bastioninsurance.co.uk/privacy-policy>). **Your** data will be treated in accordance with our Privacy Policy.

#### 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.

#### UNDERWRITTEN BY:

This Bicycle Insurance is underwritten by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in Ireland No 306045. White Horse Insurance Ireland dac's Registered Office is First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland. This can be checked by visiting their website at [www.centralbank.ie](http://www.centralbank.ie).

#### DEMANDS AND NEEDS

**We** have not provided **you** with a personal recommendation as to whether this policy is suitable for **your** specific needs. This product meets the demands and needs of those who wish to insure specific risks relating to their bicycle against **accidental damage, theft, breakdown and personal accident**.

## ELIGIBILITY

**You** are eligible for this insurance cover if:

- **You** are a permanent resident of the Republic of Ireland and **your** permanent address is located within the Republic of Ireland; and
- **Your bicycle** is owned by **you** and permanently kept at **your** address within the Republic of Ireland; and
- **Your bicycle** does not exceed €6,000 in value; and
- **You** are over 18 years of age.

## IMPORTANT INFORMATION

It is important that **you** check **your validation certificate** to ensure that the information that **you** have provided to **us** is accurate and that the cover options which **you** have chosen are correct. Please take the time to read the contents of this policy to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions. This policy wording and **your validation certificate** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason. **We** recommend that **you** periodically review **your** policy to ensure that it continues to meet **your** needs.

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**.

## AUTOMATIC RENEWAL OF YOUR ANNUAL POLICY

We will contact you up to 30 days before the annual renewal date of your policy and we will tell you then if there are any changes to your premium. To ensure continuation of cover, we will attempt to renew your policy 2 weeks prior to the renewal date unless you advise us otherwise. If we are unable to automatically process your renewal we will contact you before your renewal date and invite you to renew your policy via an alternative channel. Your renewal premium will be taken by the same method used during your initial purchase. If you do not want to auto renew your policy, simply follow the instruction in your renewal notification. If you do nothing, then this policy will automatically renew for a further period of 12 months.

## CANCELLATION

We hope you are happy with the cover this policy provides. However, if after reading the policy, this insurance does not meet with your requirements, please contact the administrator within 14 days of issue and we will refund your premium. Thereafter you may cancel the insurance cover at any time by writing to the administrator however no refund of premium will be payable.

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:

- Where we reasonably suspect fraud; or
- Non-payment of premium; or
- Threatening and abusive behaviour; or
- Non-compliance with policy terms and conditions; or
- 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.

## GOVERNING LAW

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 courts of Ireland.

## YOUR RESPONSIBILITY

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.

## CHANGE OF CIRCUMSTANCES

You must immediately advise Bicycleinsurance.ie if any of the following circumstances change, at any point during the period of insurance:

- You are no longer a permanent resident of the Republic of Ireland;
- You change your address;
- You change or dispose of your bicycle;
- You have insurance cancelled, or declined, or withdrawn, or terms applied by another insurance provider.

If you are not sure if a change in circumstances is relevant to your policy, please contact Bicycleinsurance.ie for advice by email: info@bicycleinsurance.ie, or telephone: 0818 286 511.

## MAKING A CLAIM

If you need to make a claim, please contact Direct Group on 0818 286 531, or by emailing: bikeclaims@directgroup.co.uk as soon as possible. Please note that if you delay reporting a claim to us without good reason, and that delay causes an adverse and prejudicial effect to us, then we may decline to accept your claim.

You will be asked to supply evidence to support your claim, including but not limited to; evidence of ownership, crime reference numbers, details – including the key - of the approved lock for your bicycle. We may also request that you provide proof of your identity prior to settlement of any claim.

## WHEN YOUR POLICY WILL END

The benefits provided under your policy will cease on the earliest of the following:

- A. The end date;
- B. The bicycle is sold or transferred to a new owner;
- C. The claim limit has been reached;
- D. We declare the bicycle beyond economical repair and a replacement and / or cash settlement is made, unless you apply for cover to be reinstated – please refer to 'General Conditions' for more information.

## DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold type.

**Abandoned / Abandonment:** Left at a location other than your home for more than 12 hours, or 24 hours in respect of train stations.

**Accessories:** Equipment added or fixed to the bicycle in addition to the manufacturers original specification, including helmets (excluding airbag helmets), shoes, jerseys or vests, base layers, gilets, glasses & goggles, jackets, shorts, trousers, backpacks, helmet mounted cycling cameras, cycling computers, cycling GPS unit, lights, spare wheels, bicycle luggage, cycling tools, cycling armour & guards, locks.

**Administrator:** Blue Insurance Limited, trading as Bicycleinsurance.ie, Plaza 255 Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15. Telephone: 0818 286 511, email: info@bicycleinsurance.ie

**Accident/Accidental:** A sudden and unexpected event which happens by chance during the **period of insurance** while **you** are using **your bicycle**.

**Approved Lock:** Means

**A.** A nominated lock which is specified in the 'Sold Secure' list ([www.soldsecure.com](http://www.soldsecure.com)) of **bicycle** 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:** Any **bicycle**, adult **bicycle** or a tandem, including component parts, upgrades and **accessories** permanently fixed to the **bicycle**, specified in **your validation certificate**.

**Bodily Injury:** Death or identifiable physical injury.

**Cash Settlement:** Settlement of the claim by the **administrator** by means of: store credit, gift card or cash.

**Clams Administrator:** Direct Group Ltd, Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. Email: bikeclaims@directgroup.co.uk, telephone: 0818 286 531.

**Commencement Date:** The date **your** cover shall start, as shown on **your validation certificate** excluding the first 14 days unless the **bicycle** was insured within 30 days of purchase.

**Damage:** Caused by violent and external means including vandalism.

**Evidence of Ownership:** The original purchase receipt, showing the date, price paid, details of the **bicycle** and/or **approved lock**, name and address of seller, or other evidence which clearly demonstrates ownership.

**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** for each claim is €25 or 5% of the **insured value** shown on **your validation certificate**, whichever is the higher amount.

**Family:** **Your** parents, spouse, domestic partner, son, daughter or siblings, who permanently reside with **you** at **your home**.

**Forcible and Violent Entry:** entry evidenced by:

- A.** Visible **damage** to the fabric of the building or vehicle at the point of entry; and
- B.** Visible **damage** caused to an **immovable object** or **approved lock**.

**Geographical Limits:** As a Republic of Ireland resident domiciled in the Republic of Ireland, cover is applicable anywhere in the Republic of Ireland.

**Home:** The location where the **bicycle** is usually kept as stated on **your validation certificate**, which is **your** permanent domestic residence and is a house, or a flat or room in a communal residence. Cover shall be extended for a maximum period of 30 days at any one time during the **period of insurance**, to include any temporary residence such as a holiday cottage / **home**, guesthouse or hotel within the **geographical limits**.

**Immovable Object:**

- A.** 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 **bicycle**;
- B.** The roof rack of a motor vehicle, which must be attached securely in accordance with the manufacturer's recommendations and intended for the carriage of a **bicycle**;
- C.** 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 validation certificate**.

**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.

**Malicious Damage:** The intentional **damage** to **your bicycle** caused by a third party.

**Period of Insurance:** The period specified on **your validation certificate** when **your** policy is operative.

**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.

**Premium:** The amount referred to as such on **your validation certificate** that **you** are required to pay in exchange for cover under this policy.

**Terrorism:** An act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

**Theft:** The unauthorised dishonest appropriation, or attempted appropriation, of the **bicycle** specified on **your validation certificate**, by another person with the intention of permanently depriving **you** of it.

**Unattended:** Whilst the **bicycle** is not being used or held in accordance with security requirements of this policy, by **you**.

**Unoccupied:** Where **you** and **your family** are away from the **home** for more than 30 consecutive days.

**Validation Certificate:** The document issued by the **administrator** which confirms **your** personal details (e.g. name and address), details of the **bicycle**, **commencement date** and end date of **your** policy.

**Value:** The replacement cost of the **bicycle** and any **accessories** as at the date of loss, as assessed by the **administrator**.

**We/Us/Our/Insurers:** White Horse Insurance Ireland dac.

**You/Your:** The person or company named on the **validation certificate**, or any **family** member using the **bicycle** with **your** consent.

## SECTIONS OF COVER

Where **you** have paid the appropriate premium and **bicycles** and **accessories** cover is shown on **your validation certificate**, **you** are covered for:

### A. Accidental Damage

**We** will pay repair costs if **your bicycle** is damaged as the result of an **accident**. If **your bicycle** cannot be repaired, **we** will replace it.

### 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. If **your bicycle** cannot be repaired, **we** will replace it. **We** reserve the right to specify a supplier of our choice for the repair or replacement of the **bicycle** or at our discretion offer **cash settlement** to the indemnity value of the replacement **bicycle**.

### 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.

### WHAT IS NOT COVERED:

1. Any applicable **excess**.
2. **Theft** of the **bicycle** unless substantiated by **evidence of ownership**.
3. **Accidental damage** to **accessories** where **accessories** cover is not shown on **your validation certificate**.
4. **Accidental damage** to **accessories** unless substantiated by **evidence of ownership**.
5. **Accidental damage** to **accessories** unless accompanied by **accidental damage** to the **bicycle**.
6. **Theft** of **accessories** where **accessories** cover is not shown on **your validation certificate**.
7. **Theft** from **your home** unless:
  - a. The **bicycle** is kept inside the **home** and any security devices such as door locks are in operation.
  - b. **Theft** from the **home** involves **forcible and violent entry** or exit.
8. **Theft** from any garage, balcony, garden, outbuilding, shed, underground car park or communal hallway unless the **bicycle** has been secured to an **immovable object** with an **approved lock** through the frame and any quick release wheels substantiated by a sales purchase or till receipt, remains of the lock or the lock key.
9. **Theft, accidental damage** or **malicious damage** following **abandonment** or any unexplained **theft**.
10. **Theft** away from **home** unless the **bicycle** has been secured to an **immovable object** with an **approved lock** through the frame and any quick release wheels.
11. **Theft** from any motor vehicle unless:
  - a. The **bicycle** is completely out of sight or secured through the frame by an **approved lock** through the frame and any quick release wheels to a roof or **bicycle** rack attached to the motor vehicle.
  - b. The motor vehicle is securely locked and any security devices are in operation.
  - c. **Theft** is a result of **forcible and violent entry**.
12. **Theft** from any motor vehicle between the hours of 9pm and 6am unless:
  - a. The vehicle is fitted with a Thatcham category 1 alarm/immobiliser or category 2 immobiliser or category 3 steering lock.
  - b. If category one or two is not factory fit it must be fitted by a member of the Vehicle Security Installation Board with evidence provided in the event of a claim.
13. Loss or **damage** caused by wear and tear, wet or dry rot, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, or any gradually operating cause.
14. Marring, scratching denting or any cosmetic change which does not impair the function of the **bicycle**.
15. Claims where the **bicycle** has suffered **damage** as a result of a manufacturing fault which is still covered under a manufacturer's warranty.
16. Any tyres or fixed **accessories** unless the **bicycle** was stolen or damaged at the same time.
17. **Theft** by a person to whom the **Bicycle** was entrusted, other than a member of **your family**.
18. **Theft** of the **bicycle** whilst being used for professional races.
19. **Theft** of a **bicycle** that is engaged for use in trade or business purposes (excluding commuting to and from work).
20. **Theft** or **malicious damage** where a crime reference number cannot be provided.
21. Unexplained **theft, accidental damage, theft** or **malicious damage** to any faired recumbent **bicycle**.
22. Any **accident** when **you** are under 16 or over 85.
23. Suicide or attempted suicide.
24. Intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or **your** own criminal act.
25. Any **accident** directly or indirectly resulting from stress, trauma or psychiatric illness.
26. Any benefit when **your** death or disablement does not occur within 180 days of the **accident**.
27. 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.
28. Any **accident** not involving the use of **your bicycle**.
29. Any **accident** whilst the **bicycle** is being used for hire, reward, courier services, or the carriage of paying passengers.
30. Any expenses incurred as a result of not being able to use the **bicycle**, other than the cost of the repair or replacement.
31. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the **commencement date** of the policy unless the **bicycle** was insured within 30 days of purchase.

## GENERAL SECURITY REQUIREMENTS

### SECURITY REQUIREMENTS WHERE THE BICYCLE IS AT THE HOME

**Accidental** or **malicious damage** or **theft** of the **bicycle**, whilst at **home**, shall only be covered in circumstances where the **bicycle** is:

- A. Kept inside and any security devices are in operation; or
- B. Stored within a private garage, privately accessed wooden, plastic or aluminium shed within the boundaries of the **home** and **you** have complied with the following security requirements:
  - All external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock; or
  - The **bicycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building; or
- C. Secured through the frame by an **approved lock** to an **immovable object** within the building when at **your home**, in any location which is described as a communal hallway or communal outbuilding.

#### SECURITY REQUIREMENTS WHERE THE BICYCLE IS AWAY FROM THE HOME

**Accidental or malicious damage or theft** of the **bicycle**, whilst away from the **home**, shall only be covered in circumstances where:

- A. The **bicycle** is not left **unattended**;
- B. Where the **bicycle** is left **unattended**, it must be secured to an **immovable object** by an **approved lock** through the frame;
- C. Any access to the **bicycle** is effected by **forcible and violent entry**;
- D. The **bicycle** is not left **unattended** within the boundaries of a train station, bus station, coach station or **your** permanent place of employment, for more than 24 hours and subject to conditions (b) and (c) above.

#### SECURITY REQUIREMENTS WHERE THE BICYCLE IS IN OR ON A VEHICLE

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

- A. All doors, windows and other openings of the vehicle and **bicycle** rack are left closed, securely locked and properly fastened;
- B. Access to the **bicycle** must have been effected by **forcible and violent entry**;
- C. Any security devices installed in the vehicle and **bicycle** rack are in operation;
- D. The **bicycle** is stored out of sight wherever possible, or is secured through the frame by an **approved lock** to the roof or **bicycle** rack attached to the vehicle;
- E. If the **bicycle** is left in the vehicle between the hours of 9pm and 6am the **bicycle** must be covered up so that it is not visible to persons outside of the vehicle.
- F. **Bicycles** which are locked on to the exterior of the vehicle (e.g. by roof or rear **bicycle** rack) must be removed between the hours of 9pm and 6am and either placed inside the vehicle, or kept securely in accordance with the policy terms and conditions.
- G. Any vehicle used must have:
  - Valid motor insurance; and
  - A valid NCT 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.

## GENERAL CONDITIONS - APPLICABLE TO ALL SECTIONS OF THIS POLICY

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**.

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 **evidence of ownership** 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.

## REINSTATEMENT OF COVER

In the event of a claim resulting in a total loss and subsequent replacement or **cash settlement**, **you** may apply for the reinstatement of cover on the replacement **bicycle**. The policy renewal date will remain unchanged and will operate as shown on **your validation certificate**. If the **insured value** of **your** replacement **bicycle** is higher than the current **insured value**, **you** will be asked to pay the proportionate additional **premium**. Following a claim **we** reserve the right to decline to reinstate cover or to apply special terms.

## 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; or
- Fails to reveal or hides a fact likely to influence the cover **we** provide; or
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false; or
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false; or
- 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.

## DUTY OF CARE

**You** must take care to prevent any **accidental damage**, **malicious damage** or **theft** and keep **your bicycle** and the security measures – including in **your home** and on or in **your** vehicle - protecting the **bicycle**, 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.

## SUBROGATION

In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **our** right of subrogation. **You** shall, at **our** request and **our** expense, agree to and permit **us** to do such acts and things as may be necessary or reasonably required 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.

## UNDER INSURANCE

A proportionate reduction in any claims settlement will be made should **you** under insure **your bicycle** (i.e. the **insured value** **you** have chosen is less than the **value** of the **bicycle**).

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

The following conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply. This **validation certificate** 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:

- Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- Suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save human life).
- 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.
- Engaging in any criminal act.
- Any claim where **evidence of ownership** cannot be Provided for the **bicycle** or the approved lock.

# COMPLAINTS PROCEDURE

## MAKING A COMPLAINT

**We** know that sometimes, no matter how hard **we** try, **we** don't always get it right. If **we** give **you** cause for complaint, it's important that **you** know that **we** are committed to providing **you** with an exceptional level of service and customer care.

When this happens, **we** want to hear about it so that **we** can try to put things right.

## 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

Telephone: 0818 286 511  
Email: [complaints@blueinsurance.ie](mailto:complaints@blueinsurance.ie)

If B, should **you** have any query or complaint regarding the way **your** claim has been dealt with, in the first instance please contact:

The Customer Experience Manager  
White Horse Insurance Ireland dac  
First Floor, Rineanna House  
Shannon Free Zone  
Shannon  
County Clare  
Republic of Ireland

Email: [complaints@white-horse.ie](mailto:complaints@white-horse.ie)

## STEP TWO

The Customer Experience Manager will issue a final response to **your** complaint.

If **you** remain dissatisfied with this final response, **you** have the right to make an appeal to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman,  
Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29

Telephone: +353 1 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at [http:// ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/). This will forward **your** complaint to the correct Alternative Dispute Resolution scheme.

# DATA PROTECTION NOTICE

## DATA PROTECTION NOTICE OF WHITE HORSE INSURANCE IRELAND DAC

White Horse Insurance Ireland dac holds **your** personal information in accordance with all applicable Data Protection laws.

To administer **your** policy White Horse Insurance Ireland dac, a member of the Thomas Cook Group, will collect and use information about **you** provided by **you**. This notice applies to anyone who is insured under this Insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your** policy; including decision making on provision of insurance cover, underwriting, processing and claims handling. **We** may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third party service providers used by **us** in fulfilling **your** insurance contract.

**We** may send **your** personal information in confidence to other companies in the Thomas Cook Group (or third parties acting on their instructions) for processing. This may mean sending information to countries outside of the United Kingdom, European Union or European Economic Area that may not have the same levels of privacy legislation as in the United Kingdom, European Union or European Economic Area. When **we** do this, **we** will ensure that **we** transfer the data securely and accordingly to regulatory requirement. By buying this insurance policy, **you** agree to **us** using **your** personal information in this way.

**You** have various rights in relation to personal information that is held by **us**, including the right to request access to **your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how we use **your** data by reviewing **our** full Privacy Policy. A copy can be obtained by either emailing a request to **us** at [referrals@white-horse.ie](mailto:referrals@white-horse.ie), by writing to the Data Protection Officer, White Horse Insurance Ireland dac, First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Ireland.

Your data will be treated in accordance with our Privacy Policy.