



CYCLE INSURANCE

POLICY DOCUMENT



LEXHAM INSURANCE CONSULTANTS LTD

GILRAY ROAD DISS NORFOLK IP22 4NG

Lexham Cycle Insurance Policy

Your Insurer

This insurance is arranged by Lexham Insurance Consultants Limited & underwritten by UK General Insurance Limited 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.

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

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 <https://www.fsc.gi/>.

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/>.

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

Eligibility

You are eligible for this insurance cover if:

- **You** are a permanent resident of the **United Kingdom** and **your** permanent address is located within the **UK**;
and
- **Your** cycle is owned by **you** and permanently kept at **your** address within the **UK**;
and
- **Your** cycle does not exceed £10,000 in value.

Important Information

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

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 for the **period of insurance** as shown 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 and level of cover **your** policy provides.

Cancellation

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 which is 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, unless a claim has been made or there has been an incident which is likely to result in a claim.

Cancellation by Us

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) 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

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 8.

Renewal of Your Policy

We reserve the right not to invite the renewal of **your** policy. In this event **we** will notify **you** in writing to let **you** know.

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**.

Governing Law

This policy is governed by English law.

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 **your administrator** 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 **your administrator** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, we may charge **you** an additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

Changes that may affect your cover

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

You change address.

You change your cycle.

You have insurance cancelled, or declined, or withdrawn, or terms applied by another insurance provider.

This is not an exhaustive list and any changes you tell **us** 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 **your administrator**.

Making a Claim

If **you** need to make a claim under any section other than Public Liability, you must notify Direct Group Ltd, Claims Department, Direct Group, Quay Point, Lakeside Boulevard, Doncaster DN4 5PL

Telephone - 0344 8931022.

Email - specialistclaims@directgroup.co.uk

For claims under the Public Liability cover, please contact Langley's Solicitors LLP, Queens House, Micklegate, York YO1 6WG

Telephone: 01904 686790

Email: ukg@langleysclaimsservices.com

In all correspondence please tell **us you** are insured by Lexham Cycle and provide the reference number 05925 along with the unique policy number from **your** schedule. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

If an incident occurs, **you** should take any immediate action **you** think is necessary to protect yourself and/or **your** belongings from further damage.

You will be required to produce proof of ownership of your belongings 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.

If **you** receive any correspondence from any person claiming injury or damage against **you**, if this optional cover has been purchased, **you** should not respond. Please forward all correspondence to **us** without delay. **We** reserve the right to deal with the defence or settlement of your claim in **your** name.

UK General Insurance Limited is an agent of Watford Insurance Company Europe Limited and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

When your policy will end

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

- a) The end date, as shown on **your policy schedule**;
- b) The **cycle** is sold or transferred to a new owner;
- c) The claim limit has been reached;
- d) **We** declare the **cycle** 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 **cycle** in addition to the manufacturers original specification, including helmets, shoes, jerseys or vests, base layers, gilets, glasses & goggles, jackets, shorts, trousers, wetsuits, backpacks, helmet mounted cycling cameras, cycling computers, cycling GPS unit, lights, spare wheels, cycle luggage, cycling tools, cycling armour & guards, locks.

Administrator: Lexham Insurance Consultants Ltd ("Lexham").

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

Approved Lock:

- (a) a nominated lock from the appropriate Sold Secure category (as specified on **your policy schedule**);

- i. for **cycles** up to £250 in replacement value, an **approved lock** is one which is tested to a bronze standard by Sold Secure;
 - ii. for **cycles** greater than £250 but less than £1,500 in replacement value, an **approved lock** is one which is tested to a silver standard by Sold Secure;
 - iii. for **cycles** greater than £1,500 in replacement value, an **approved lock** is one which is tested to a gold standard by Sold Secure.
- or
- (b) any other specified lock accepted and agreed in writing by **us**.

Bodily Injury: death or identifiable physical injury.

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

Commencement Date: the date **your** cover shall start, as shown on **your policy schedule**.

Cycle: any **cycle**, adult tricycle or a tandem, including component parts, upgrades and **accessories** permanently fixed to the cycle, specified in **your policy schedule**.

Damage: caused by violent and external means including vandalism.

Evidence of Ownership: the original purchase receipt, showing the date, price paid, details of the **cycle** 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. For claims under sections 1 and 5, the **excess** is £25 or an amount equal to 5% of the **insured value**, up to a maximum of £250, whichever is the higher amount.

For claims under section 4 the **excess** is of £250 for each and every claim arising from **damage** to third party property, and £500 for each and every claim arising from third party injury.

Family: **your** parents, spouse, domestic partner, son, daughter or siblings (aged 16 years or over), who permanently reside with **you** at the **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 **United Kingdom** resident domiciled in the **United Kingdom**, cover is applicable anywhere in the **United Kingdom**.

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. 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 **cycle**;
- 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 **cycle**;
- c) A designated **cycle** 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 **cycle** 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**.

Malicious Damage: the intentional damage to **your cycle** caused by a third party.

Period of Insurance: the period specified on **your policy schedule** when **your** policy is operative.

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

Policy schedule: the document issued by the **administrator** which confirms **your** personal details (e.g. name and address), details of the **cycle**, **commencement date** and end date of **your** policy.

Theft: the unauthorised dishonest appropriation, or attempted appropriation, of the **cycle** specified on **your policy schedule**, by another person with the intention of permanently depriving **you** of it.

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

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

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

Value: the replacement cost of the **cycle** and any **accessories** as at the date of loss, as assessed by **us**.

Insurers/We/Us/Our: UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited.

You/Your: the person or company named on the **policy schedule**, or any **family** member using the **cycle** with **your** consent.

Sections of Cover

1) Damage to the cycle and accessories

Where **you** have paid the appropriate premium and **cycles** and **accessories** cover is shown on **your Insurance Schedule** **you** are covered for:

- **Theft** of **your cycle** from **your home**.
- **Theft** of **your cycle** while away from **your home**.
- **Theft** of **your cycle** from a motor vehicle.
- **Accidental damage** to **your cycle**.
- Malicious damage to **your cycle**

We agree to pay for repair or replacement, up to the limit stated in **your Insurance Schedule**, of the **cycle** owned by **you** (not hired, loaned or entrusted to **you**), that has been stolen or sustained **accidental damage** or **malicious damage**.

We will pay for the cost of replacement as new providing the damaged **cycle** was not more than 3 years old at the date of loss and provided it was new when **you** purchased it. If the **cycle** was more than 3 years old or was not new at the time of purchase, then **we** will deal with the claim on an indemnity basis.

We reserve the right to specify a supplier of **our** choice for the repair or replacement of the **cycle** or at our discretion offer cash settlement to the indemnity value of the replacement **cycle**.

Cover is extended to include **theft** from **your** home and accidental damage to **accessories** where **you** have paid the appropriate premium and **accessories** cover is shown on **your** Insurance Schedule.

What is not covered:

1. Any applicable **excess**.
2. **Theft** of the **cycle** unless substantiated by evidence of ownership.
3. Accidental damage to **accessories** where **accessories** cover is not shown on **your** Insurance Schedule.
4. Accidental damage to **accessories** unless substantiated by evidence of ownership.
5. Accidental damage to **accessories** unless accompanied by accidental damage to the **cycle**.
6. **Theft** of **accessories** where **accessories** cover is not shown on **your** Insurance Schedule.
7. **Theft** from **your** home unless:
 - a. The **cycle** 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, outbuilding, shed, underground car park or communal hallway unless the **cycle** has been secured to an **immovable object** with its own **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. Any cycle with a value exceeding £5000 is not covered at all while in a communal hallway.

9. **Theft, accidental damage or malicious damage** following abandonment or any unexplained **theft**.
10. **Theft** away from **home** unless the **cycle** has been secured to an **immovable object** with its own **approved lock** through the frame and any quick release wheels.
11. **Theft** from any motor vehicle unless:
 - a. The **cycle** is completely out of sight or secured through the frame by its own **approved lock** through the frame and any quick release wheels to a roof or **cycle** 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 **cycle**.
15. Claims where the **cycle** 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 **cycle** was stolen or damaged at the same time.
17. **Theft** by a person to whom the **cycle** was entrusted, other than a member of **your** family.
18. **Theft** of the **cycle** whilst being used for competition (including racing) unless this cover is shown on the **policy schedule** and the additional premium has been paid for amateur based competitions, professional races are not covered.
19. Any damage to or **theft** of the **cycle** and **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.
20. **Theft** of a **cycle** that is engaged for use in trade or business purposes (excluding commuting to and from work).
21. **Theft** or malicious damage where a crime reference number cannot be provided.
22. Accidental damage, **theft** or malicious damage to any faired recumbent **cycle**.

2) Replacement cycle hire

What is covered:

Within the **United Kingdom** we will pay up to £25 per day, up to a maximum of 10 days during any one **period of insurance**, towards the hire of an alternative **cycle** from a recognised reputable **cycle** dealer, whilst **you** are awaiting repair or replacement of **your cycle** when it is the subject of an approved claim with **us**. The hire cost must be agreed in writing by **us** in advance of the hire.

What is not covered:

- 1) Where the costs of hire are greater than the quoted charge through a recognised hire supplier.
- 2) Where the hire costs are in excess of the **cycle value** or repair costs.
- 3) Where evidence of expenditure cannot be provided from a recognised hire company.
- 4) Where costs are incurred by anyone other than **you**.

3) European extension

Cover is extended to 30 days per trip anywhere in the European Union subject to a maximum of 90 days during any one **period of insurance**.

4) Public Liability

What is Covered:

Within the **geographical limits**, we will pay for **accidental bodily injury**, death, disease or **accidental damage** to any person, or **accidental damage** to third party property which arises from **your** use of or ownership of the **cycle**, or which any specified individual member of **your family** named on **your policy schedule** becomes legally liable for.

The maximum amount we will pay is shown on **your policy schedule**. The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent in connection with any liability insured under this policy.

What is Not Covered:

- 1) Public Liability benefits unless **you**, or any specified individual member of **your family** named on **your policy schedule**, have paid the required additional **premium**.
- 2) Any claim if the **cycle** is being used for any business or professional purpose.
- 3) Any claim when **you** or **your** individual **family** member is aged under 16 or over 85 years old.
- 4) The policy **excess**.
- 5) Liability arising from loss or **damage** to property which belongs to **you** or is in **your** care, custody or control.
- 6) Any claim where **you** are entitled to indemnity from another source.
- 7) Any claim when punitive, exemplary or aggravated damages are awarded against **you**.
- 8) Any liability for **bodily injury or damage**:
 - ✦ To **your** employees or members of **your family** or household or to their property;
 - ✦ Arising out of the ownership, possession, use or occupation of land or buildings;
 - ✦ Arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons.
- 9) Any liability not involving the use of the **cycle**.

5) Cycle Breakdown

Cover is only operative if shown on your policy schedule

What is covered:

If **you** suffer damage to **your cycle** occurring more than one mile from **your home**, **we** will pay for the cost of taxi hire in order to transport **you** to **your** onward destination, or to **your home**. **We** will pay for up to £250 in taxi hire in any one **period of insurance**. Evidence of expenditure must be provided e.g. a receipt from the taxi firm.

What is not covered:

1. Any costs other than the taxi fare to transport **you** and **your cycle** to **your** onward destination.
2. Punctures.

General security requirements

1 Security requirements where the cycle is at the home

Accidental or malicious damage or theft of the **cycle**, whilst at **home**, shall only be covered in circumstances where the **cycle** 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 **cycle** must be secured through the frame by its own **approved lock** to an **immovable object** within the building; or
- c) secured through the frame by its own **approved lock** to an **immovable object** within the building when at **your home**, in any location which is described as a communal hallway. Any cycle with a value exceeding £5000 is not covered at all while in a communal hallway.

2 Security requirements where the cycle is away from the home

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

- a) the **cycle** is not left **unattended**;
- b) where the **cycle** is left **unattended**, it must be secured to an **immovable object** by its own **approved lock** through the frame;
- c) any access to the **cycle** is effected by **forcible and violent entry**;
- d) the **cycle** 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.

3 Security Requirements where 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:

- a) all doors, windows and other openings of the vehicle and cycle rack are left closed, securely locked and properly fastened;
- b) access to the **cycle** must have been effected by **forcible and violent entry**;
- c) any security devices installed in the vehicle and **cycle** rack are in operation;
- d) the **cycle** is stored out of sight wherever possible, or is secured through the frame by its own **approved lock** to the roof or cycle rack attached to the vehicle;
- e) 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 to persons outside of the vehicle.
- f) **cycles** which are locked on to the exterior of the vehicle (e.g. by roof or rear cycle 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) the vehicle used must have:
 - 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.

General Conditions - applicable to all sections of this policy

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 **cycle**. The policy renewal date will remain unchanged and will operate as shown on **your policy schedule**. If the **insured value** of **your** replacement **cycle** is higher than the current **insured value**, **you** will also be required to pay the proportionate additional **premium**. Following a claim, **we** reserve the right to decline to reinstate cover or to apply special terms.

Duty of Care

You must take care to prevent any accidental damage, 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

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.

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.

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 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:

- Any act of fraud or dishonesty by **you** or anyone acting on **your** behalf.
- Suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save human life).
- **You** being under the influence of drugs, solvents or alcohol, except those prescribed by a registered medical doctor Engaging in any criminal act.
- Any claim where evidence of ownership cannot be provided for the **cycle** or the approved lock.
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any consequence, howsoever caused, including but not limited to Computer Virus resulting in 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.

- Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

Infectious or Contagious Disease Exclusion

Notwithstanding any other provision herein, your insurance policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

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.

Complaints Procedure

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

If **you** have a complaint regarding the sale or service of **your** policy, please contact:

Lexham Insurance,
Gilray Road,
Diss,
Norfolk,
IP22 4NG

Tel: 01379 646561
Email: enquiries@lexhaminsurance.co.uk

CLAIMS

If **you have a** complaint about the handling of a claim other than a liability claim, please contact:

Direct Group Ltd
Customer Relations
PO Box 1193
Doncaster
DN1 9PW
Tel: 0344 854 2072
Email: customer.relations@directgroup.co.uk

If **you have a** complaint about the handling of a liability claim, please contact:

Langleys Solicitors LLP
Queens House
Micklegate,
York
YO1 6WG
Tel: 01904 686790
Email: ukg@langleysclaimsservices.com

In all correspondence please state that **your** insurance is underwritten by UK General Insurance Limited and quote scheme reference 05952.

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 www.financialombudsman.org.uk.

The Financial Ombudsman Service,

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

Online Dispute Resolution Portal

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/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

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 www.fscs.org.uk.

Privacy Statement

Watford Insurance Company Europe Limited Information Notice

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

UK GENERAL INSURANCE LIMITED

We are UK General Insurance Limited, **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 one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent 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

You can get more information about this by viewing **our** full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.