



# 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 Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Lexham Insurance Consultants Limited is authorised and regulated by the Financial Conduct Authority.

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/>.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation 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

It is important that **you** check **your policy schedule** 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 policy schedule** 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.

## Cancellation

**We** hope **you** are happy with the cover this policy provides. However if **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact the **administrator** within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, the **administrator** will then refund **your** premium in full. If **you** wish to cancel **your** policy after 14 days, **you** will be entitled to a pro-rata return of premium.

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

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

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.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided the **administrator** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

## Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

## **Your Responsibility**

**You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions the **administrator** may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell the **administrator** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions the **administrator** may ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, 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.

If **you** become aware that information **you** have given the **administrator** is inaccurate or has changed, **you** must inform them as soon as possible.

## **Change of circumstances**

**You** must immediately advise the **administrator** if any of the following circumstances change, at any point during the **period of insurance**.

- **You** are no longer a permanent resident of the **United Kingdom**;
- **You** change **your** address;
- **You** change or dispose of **your cycle**;
- **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 the **administrator** for advice.

## **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 tel 0344 8931022.

For claims under the Public Liability cover, please contact Langley's Solicitors LLP, Queens House, Micklegate, York YO1 6WG Tel: 01904 686790 Email: [ukg@langleysclaimsservices.com](mailto:ukg@langleysclaimsservices.com)

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 cycle**. **We** may also request that **you** provide proof of **your** identity prior to settlement of any claim.

In respect of Public Liability claims, **you** must send **us** any claim, writ or summons as soon as **you** receive it. **You** must notify **us** in writing of any impending prosecution inquest or fatal accident enquiry as soon as **you** become aware of it.

**You** must not negotiate, pay or settle, admit or deny any claim without **our** written permission; failure to comply with this may mean that **we** will not accept **your** claim.

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

## **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, the Channel Islands, 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 Great Lakes Insurance SE.

**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 the security measures – including in **your home** and on or in **your** vehicle - protecting the **cycle**, 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.

## **Arbitration/Mediation**

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action. If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

## **Under Insurance**

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

## **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).
- 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 **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.
- Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
- Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

## **Fraudulent Claims/Fraud**

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

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

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

## **Complaints 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:**

#### **SALE OF THE POLICY**

Please contact **Lexham** at:

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

Tel: 01379 646561

Email: [enquiries@lexhaminsurance.co.uk](mailto:enquiries@lexhaminsurance.co.uk)

#### **CLAIMS**

If **your** complaint is 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](mailto:customer.relations@directgroup.co.uk)

If **your** complaint is 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](mailto:ukg@langleysclaimsservices.com)

#### **UNRESOLVED COMPLAINTS**

If **your** complaint about the sale of **your** policy or claim cannot be resolved by the end of the third working day, **your** complaint will be passed to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

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

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 £6.5million or less and fewer than 50 employees or an annual balance sheet below £5million. **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](mailto: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 Citizens Advice Bureau.

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**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk). **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

### **UK GENERAL INSURANCE LTD PRIVACY NOTICE**

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. 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.

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).

#### **UK General's full privacy notice**

This notice explains the most important aspects of how we use your data. 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](mailto: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.

#### **Great Lakes Insurance SE information notice**

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://munichre.com/en/service/privacy-statement/index.html>