

Sample Cyclist Insurance Policy

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Policy wording

This document contains details of your policy, your responsibilities, the claims process, and how to get in touch with us.

This document uses words that have special meaning. Please refer to pages 15-17.

When we complete the policy issuance transaction and enter into the insuring agreement, we will issue you with a copy of the policy wording as well as a declarations page with details of your coverage. Carefully read the policy wording and declarations page together to understand the coverage, your obligations, and to compare and consider whether this product is right for you.

By entering your policy, you confirm that you have read or will read the policy wording and declarations page when provided to you. Any correspondence you receive from us, whether written or electronic, is part of this policy.

Your coverage explained

The policy provides coverage for the bicycles, custom parts and accessories that are listed on your declarations page for loss events in Canada.

The specific coverage must be selected, paid for, and shown as “Included” on the declarations page. The amounts indicated on your Declaration Page indicate the maximum we will reimburse you, in total, per policy period.

- 1. Theft away from your home**
We will cover your bicycle if your bicycle is stolen away from your home if you have complied with the security conditions (pages 8-9).
- 2. Theft from your home**
We will cover your bicycle if your bicycle is stolen from your home if you have complied with the security conditions (pages 8-9).
- 3. Accidental damage to your bicycle**
We will cover your bicycle if the damage is caused by a specific incident, crash, impact, or road hazard.
- 4. Racing and event**
We will cover your bicycle if the damage is caused by a specific incident, crash, impact, or road hazard while taking part in a race or event. The coverage provided under this section only applies if Racing and Event coverage is selected and displayed on your declarations page.
- 5. Malicious damage**
We will cover your bicycle against malicious damage caused to your bicycle. This covers damage caused by attempted theft, or a wrongful act motivated by malice, vindictiveness, or spite with the intention of damaging the bicycle.
- 6. Domestic travel with your bicycle**
We will provide coverage for loss or damage to your bicycle which occurs while it is in the care of or being transported to and from destinations by a commercial passenger carrier (air, rail, sea or road) as part of your checked baggage for each journey or journey segment.

7. Transporting your bicycle on a bicycle rack

We provide coverage for your bicycle if it is damaged while you are transporting it by using a bicycle rack fitted to your vehicle or trailer. The bicycle must be correctly secured and checked before driving commences.

8. Accessories, custom parts and wheelsets

If you have added accessories, custom parts, wheelsets and/or cycling clothing to your policy and they are displaying on your declarations page; we will cover them if they are damaged or stolen in the same covered loss as your bicycle. In order to claim for accessories, custom parts, and/or wheelsets and /or cycling clothing, your bicycle claim deductible has to be paid in full.

9. Taxi fare reimbursement

We will reimburse you up to \$75 for the cost to transport you and your bicycle to the nearest public transport station, bicycle repair shop or your home, whichever is nearer if you have an accident or crash with your bicycle and it cannot be repaired at the breakdown scene. We will not pay more than one (1) Taxi Fare Reimbursement claim during the policy period. This coverage does not apply to punctures, flat tires, or flat batteries. No deductible applies to this coverage.

10. Replacement bicycle hire reimbursement

We will reimburse you up to \$300 to hire a bicycle if a covered loss occurs seven (7) days or less before you are participating in a cycling race or event or traveling with your bicycle. We will not pay more than two (2) replacement bicycle hire reimbursement claims during the policy period. No deductible applies to this coverage. The coverage provided under this section only applies if Racing Coverage or Worldwide Coverage was selected and displayed on your declarations page.

11. Event entry reimbursement

We will reimburse your event entry fee up to \$500 for any cycling race or event that you have entered and cannot compete in due to physical injuries that you have sustained in a covered loss to your bicycle. For example, if you crash your insured bicycle and break your arm in the crash and can't compete in the event because of your broken arm, we will reimburse your entry fee up to \$500. This coverage will only be applicable to events that you have entered before the covered loss occurred and if you can provide a medical certificate by a qualified medical practitioner. Claim settlement will happen after the event date. We will not pay more than the benefit limit of \$500 in any policy period. The coverage provided under this section only applies if Racing Coverage was selected and displayed on your declarations page.

12. Lifetime new for old

If you select this coverage and it is displayed on your declarations page, we will always replace your bicycle, item, or part with a new item of the same make and model or the nearest equivalent. We will never pay more than your sum insured. In order to qualify for this coverage, you have to cover your bicycle within 60 days of purchasing it new and select this coverage.

13. Worldwide coverage

Coverage for your bicycle for up to 90 days if you are traveling overseas. The same security conditions (pages 8-9) apply for international travel. The coverage provided under this section only applies if Worldwide Coverage was selected and displays on your Declaration Page.

14. Medical payments

If you have an accident and have a valid claim on your bicycle, we will pay for out of pocket emergency medical expenses. This can be applied to things like ambulance costs, x-rays or getting stitched up after a crash. This does not apply to non-emergency costs like physiotherapy.

We will pay reasonable charges for necessary medical, surgical, x-ray, dental, ambulance, hospital and professional nursing services expenses incurred within 1 year from the date of an accident causing bodily injury to an insured while riding an insured bicycle. The injured person must submit to

an examination by a physician when and as often as we reasonably require.

We will pay no more than the limit for medical payments shown on the declarations page for any occurrence. This is the most we will pay regardless of the number of claims and is a policy aggregate limit.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any other coverage provided by this policy. Any payment under this section is not an admission of liability by you or us. Coverage provided under medical in excess of and do not duplicate any benefits insurable or available under any Federal or Provincial Hospital and/or Medical Plans to the extent permitted by law and will not pay for any expenses available and/or collectible under any other policy or plan.

If the Insured is seeking payment under this coverage, they must:

1. provide us with written authorization for release to us copies of pertinent medical reports or records;
2. submit a valid proof of loss within 1 year of the incurred expenses; and

Please refer to the coverage exclusions on pages 5-8 for further information on the coverage.

Types of bicycles we cover

We regard a bicycle as being made up of a frame with two wheels powered by human pedaling. This includes:

- Road bicycles
- Mountain bicycles
- Gravel bicycles
- Tandem bicycles
- Tri bicycles
- BMX
- Track bicycles
- E-bikes that comply with applicable provincial regulations or federal law

Use of bicycle

We only provide coverage for bicycles that are used for recreational purposes. We do not provide coverage for charter, hire, lease or transporting passengers or any other commercial use. Professional and/or Sponsored Cyclists are not covered under this policy.

Eligibility for the coverage

1. In order to be eligible for coverage under this policy, you must be:
 - Over 18 years of age;
 - A resident of Canada; and
 - The owner of the bicycle.
2. The bicycle must be in Canada at the time you apply for this insurance and when the policy is issued.
3. Professional and/or Sponsored Cyclists are not eligible for the coverage.

A Professional Cyclist is a person who rides or races bicycles as their primary source of income.

A Sponsored Cyclist means a person who receives direct or indirect financial or non-financial support of \$2,500 or more in the aggregate over any consecutive 12-month period from one or more sponsors in order to train, ride in or otherwise participate in cycling events. Sponsorships include but are not limited to financial income, the provision, loan or subsidization of bicycles, bicycle components or accessories, clothing and apparel, travel and accommodation, event entry and/or license or membership fees.

Professional Cyclists and Sponsored Cyclists may wish to contact the broker listed on the declarations page for further clarification and individual case reviews.

Coverage exclusions

We cannot cover everything, so it is important to understand when you are covered and when you are not covered. Please take the time to read through this list of exclusions. This list of exclusions applies to all covered items in your policy.

You are not covered for the following:

1. Theft from or away from your home or from a vehicle and you have not complied with the security conditions (pages 8-9) of the policy.
2. Theft of your bicycle if you cannot provide us with a police report that contains the details of the theft.
3. Loss, damage, or theft of tires, wheels, accessories, custom parts, unless the bicycle is stolen or damaged in the same event.
4. Scratching, marring, denting, or any cosmetic damage that does not impair the function or performance of the bicycle, accessory, or part.
5. Tearing in the material of cycling clothing less than 1 centimeter in length.
6. Wear and tear, minor scratching or cosmetic damage to a helmet that does not render the helmet unsafe for further use.
7. Any repairs not approved by us.
8. Any Bicycle hire costs that have not been approved by us.

9. Any Bicycle hire cost if your bicycle is repairable before the event.
10. Any Taxi reimbursement costs resulting from a flat tire, punctures, or flat batteries.
11. Any Event Entry reimbursement costs if the entry is refundable, partially refundable, or transferable.
12. Any insured's legal liability to any person or organization, including but not limited to any claim or lawsuit against any insured for bodily injury or property damage.
13. The cost of repairing pre-existing or old damage, faulty workmanship, or incomplete repairs which were carried out prior to a loss event.
14. Depreciation in the value of your bicycle.
15. Any consequential loss or loss of profit. This includes but is not limited to the loss of the manufacturer warranty, bicycle fitting, etc.
16. Any amount more than the relevant sum insured less the applicable deductible as shown on your declarations page.
17. A bicycle that is used or owned by professional or sponsored cyclists.
18. Any loss or damage if you or someone else is riding, or who has responsibility for the safekeeping of the bicycle is under the age of 18 years.
19. Any loss or damage to the battery/battery pack if not a direct result of a crash or the theft of the complete bicycle.
20. Damage or theft of your bicycle that occurs during International travel if:
 - a. Worldwide coverage is not selected.
 - b. Worldwide coverage is selected, but the trip is longer than 90 days.
21. No payments will be made under medical payments:
 - a. If the insured was injured while trespassing.
 - b. For injuries to somebody other than the insured while riding the bicycle.
 - c. For any person hired to work for or on behalf of any insured; or
 - d. For bodily injury or any other payment or obligation to any person eligible to receive any benefits required to be provided by you. This includes, but is not limited to, any employment, unemployment, disability, worker's compensation, non-occupational disability, occupational disease law, or any provincial or federal worker workmen's compensation law or migrant or seasonal workers' law.
 - e. For payments for funeral expenses.
 - f. For injuries sustained as a direct or indirect consequence that the insured was not wearing an approved bicycle helmet.
 - g. Sickness or Disease as a cause or effect.
 - h. Suicide or any intentionally self-inflicted injury.
 - i. Bodily injury occurring outside the jurisdictional limits of this policy.

- j. Terrorism
 - k. Communicable disease
 - Notwithstanding any provision to the contrary, this Contract of Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
 - For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.
22. Extended Radioactive Contamination.
23. Delay, confiscation, nationalization, or detention by Customs or other government or public authority.
24. Loss or damage caused by, or arising from:
- a. Willful or intentional misconduct or criminal act on the part of any insured or during any illegal activity on the part of any insured. This exclusion includes loss, damage, injury or liability occurring while an insured is operating the insured bicycle with a blood or breath alcohol level equal to or in excess of the legal limit applicable for the operation of motor vehicles in the province where you reside.
 - b. Theft of your bicycle from your home or vehicle where there are no signs of forcible entry.
 - c. If your bicycle is being transported as part of your check-in luggage and it is not securely packed in a fully enclosed bicycle travel case or box.
 - d. While in the care of or during transportation by a commercial delivery, courier, or freight company.
 - e. Using the bicycle outside of the manufacturer's specification.
 - f. Failure to maintain and service the bicycle in accordance with the manufacturer's specifications.
 - g. Any process of cleaning, repairing, or altering your bicycle or custom part or accessory.
 - h. Wear and tear, fading, gradual deterioration, rust or oxidation, rot, mildew, mold, corrosion.
 - i. Mechanical, electrical, or electronic breakdown.
 - j. Structural or latent defects or flaws, faulty design, materials or workmanship, manufacturing, or assembly defects.
 - k. Crushing, cracking, or deformation arising from tightening and/or clamping.
 - l. Deformation and/or warping of carbon rims associated with braking and/or overheating.
25. Loss, damage, or theft caused:
- a. By an intentional act by you or anyone who you have entrusted your bicycle to.
 - b. By a vehicle driving over your bicycle, custom part, wheelset and/or accessories, other than if this occurs during, or as a direct result of a crash.
 - c. By the bicycle being used for charter, transporting passengers, hire, reward, delivery services,

courier services or the carriage of paying passengers.

- d. By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or an act of terrorism.
- e. By pollution or chemical contamination or corrosion (whether caused accidentally by chemical agents or not).
- f. While your bicycle is outside of Canada unless you have advised us beforehand and selected the Worldwide coverage option.
- g. By electronic or mechanical derangement of electronic equipment, data, virus, electronic malfunction, or processing error.
- h. By any modification of your bicycle from the manufacturer's specifications unless you have advised us, and we have agreed to extend cover in writing.
- i. By your bicycle being left abandoned, meaning the bicycle is left unattended at a location other than your home for more than 24 consecutive hours.
- j. By your bicycle being left in a competitive event's transition area more than 24 hours before or after the event unless approved in writing by us.

Security conditions

Please make sure that you understand the security conditions. We will only pay out claims if you have complied with the following:

At home

1. When your bicycle is kept inside your house, garage, or outbuilding, and you are not home, all the doors and windows of your house, garage and outbuildings must be locked.
2. When your bicycle is in the garage or outbuilding, and you are home, the garage door windows must be locked if you are not in the garage or outbuilding. For clarity, if you are busy in the house and your bicycle is in the garage, the garage door must be locked.
3. If your bicycle is left outside somewhere on your premises, it must be securely locked through the frame by an approved lock to an immovable object.
4. If you lock your bicycle in a common area, like a parking garage or foyer of your building, the bicycle must be securely locked through the frame by an approved lock to an immovable object.

Away from home

If your bicycle is left unattended while away from your home, it must be securely locked through the frame of the bicycle to an immovable object by an approved lock.

Unattended means whenever your entire bicycle is out of your direct line of sight or more than five (5) meters away from you.

For clarity, if you stop for coffee after a ride and your bike is within 5 meters of you and remains in your direct line of sight at all times, locking it is not required. If your bike is out of your direct line of sight, even for a moment, it must be securely locked. Additionally, if your bike is more than 5 meters away from you, it must be locked as specified above, whether it remains in your line of sight or not.

Transporting your bicycle with your vehicle

If your bicycle is left unattended while it is in or attached to any motor vehicle, including while it is in transit, it must be:

- Kept inside a securely locked vehicle; or
- Locked and secured through the frame of the bicycle to a properly fixed bicycle rack with an approved lock; or
- Locked inside an enclosed boot; or
- Kept inside a fully enclosed trailer which is securely locked by a closed shackle padlock or by the lockable security provisions of the trailer.

Outside of daylight hours

- If outside of daylight hours and your bicycle is left inside your vehicle, your vehicle must be locked, and your bicycle must be locked through the frame to a secure anchor point by an approved lock.
- If outside of daylight hours and your bicycle is fitted to a bicycle rack it is not covered.

Making a claim

What happens if my bicycle is damaged or stolen?

You must take steps to minimize further damage and notify us right away. If your bicycle is stolen or damaged maliciously, please report it to the authorities immediately and get a police report/reference number.

What information do I need to provide?

We will ask you to provide us information about the incident and might request things like your bicycle's purchase receipt, photos of the damage to your bicycle and/or photos of the incident area. If your bicycle was stolen, we will require proof that you complied with the security conditions (pages 8-9) of the policy. This might be a purchase receipt for the lock, the lock key and/or evidence of forcible entry.

Our claims process

If your bicycle is damaged, we will review all the information provided to us and at our discretion decide on the best course of action. This may include sending your bicycle to one of our partner repairers, a carbon specialist for a specialist carbon assessment to determine the exact extent of the damage. Depending on the type of claim, we might at our discretion, repair your frame or bicycle, replace your bicycle, or offer you a cash settlement.

Important things you need to be aware of

- You must make your bicycle available to us for inspection, otherwise, we might not be able to process your claim.
- We reserve the right in all instances to have repairs undertaken at a repairer of our final choice.
- If any part of your bicycle requiring repair or replacement is not available in Canada at the time of your claim, the most we will pay in relation to any such part will be the lesser of the manufacturer's most recent Canadian price or the list price of the closest equivalent part available in Canada.
- You must tell us of any other insurance that might be relevant to your claim, like homeowners or

tenant/ renters' insurance.

- There is a deductible, as selected by you, payable when you claim. Please refer to your declarations page.
- We will subtract the deductible from your settlement or request you to pay it to us.
- We might require you to help us as we work to exercise, for our benefit, your legal right of recovery against any other party. You may not agree to pay, negotiate, or accept payment from any other party on our behalf without our consent, or otherwise infringe on our right under this policy to exercise recovery against any other party.
- After we have settled your claim, we reserve the right to take possession of the damaged or recovered property.
- If you under-insured your bicycle and make a claim, your claim settlement may be reduced by us to reflect this. You are considered to be underinsured if the sum insured at the time of the loss is less than 80% of the replacement cost of the bicycle. We determine the insured percentage by dividing the sum insured by the replacement cost at the time of the claim. Your final settlement will be based on your insured percentage.
- Any claim payments made under this insurance will be based on sales tax inclusive costs, up to the relevant sum insured or maximum amount that we pay. However, if you are or would be entitled to claim any input tax credit for the repair or replacement of insured property, we will reduce any claim under this insurance by the amount of such input tax credit.
- You must answer all questions honestly and completely and provide us with any information a reasonable person under the circumstances would expect us to want to know. We may refuse payment of your claim and/or cancel your policy if you or any person who is acting with your express or implied consent, misrepresents, deliberately omits, avoids providing or falsifies any information provided to us in relation to a claim.
- We may reduce or deny your claim in the event that you fail to meet or comply with the above claim requirements.

How your claim is settled

If your bicycle is:

1. Less than 2 years old

If you bought the bicycle new and it is less than 2 years old at the time of the claim, we will pay the lesser of:

- Replacement cost, or
- The new recommended retail price, or
- Your sum insured, less any applicable deductible

2. Older than 2 years or was purchased second hand

If you bought your bicycle new, did not select lifetime new for old and it is more than 2 years old or it was purchased second hand, we will pay you the lesser of:

- The actual cash value
- Its market value (applies only to secondhand bicycles)

- Your sum insured, less any applicable deductible

This above applies to total loss claims and partial loss claims.

3. **Lifetime new for old**

If you selected the lifetime new for old coverage, we will pay the lesser of:

- Replacement cost, or
- The new recommended retail price, or
- Your sum insured, less any applicable deductible

Depreciation explained

If the bicycle or item claimed for is older than 2 years at the time of making a claim, we take the original Recommended Retail Price (RRP) of the item and deduct 10% for every year or part thereof. Should we be unable to establish the original RRP we will make use of the current RRP of an equivalent replacement item and apply depreciation.

If your bicycle is a total loss

If there has been a total loss claim paid, your bicycle, other claimed standard parts, custom parts, or accessories will become our property and we will keep the proceeds of any salvage sold. No premium refund is due if you have paid your premium annually. If you are paying your premium monthly, we will deduct the balance of the uncollected yearly premium from your claim settlement. You will need to contact us if you want to apply for new insurance cover for a replacement bicycle.

If your bicycle is a partial loss

If you have a partial loss claim on your bicycle or standard/custom parts or accessories, the claimed item/s will become our property and we will keep the proceeds of any salvage sold. Your policy remains active during and after the claim being processed and your premium obligations remain unchanged.

Important information (conditions)

Cooling-off period

If you decide that this policy is not for you and you have not made a claim, you may cancel this policy within 14 days of it starting (this also applies to each renewal period).

If you cancel within the cooling-off period, we will refund any premiums you have paid for the policy less any fees that we cannot recover. Even after this cooling-off period ends, you still have cancellation rights – see page 12.

Your policy premiums

Your policy premium is the amount that you agree to pay. This is an annual policy which you can choose to pay monthly or annually. This is also confirmed on your declarations page.

Your policy premium is affected by a number of things including:

- The level of coverage you choose
- The value of your bicycle
- Your insurance loss history

You need to make sure your premium payment(s) are up to date. If they are not, we may cancel your policy in accordance with the law. If any premium installment remains unpaid for 14 days or more, we may also refuse to pay a claim. It is important that you contact us if your payment details change.

Misrepresentation, concealment, or fraud

This coverage is void as to you and any other insured if, before or after a loss, the following provisions apply:

- a. You or any other insured have willfully concealed or misrepresented:
 - 1) A material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) Your interest herein; or
 - 3) There has been fraudulent conduct or false swearing by you or any other insured with regard to a matter that relates to this insurance or the subject thereof.

Other insurance and service agreement

If a loss covered by this policy is also covered by other insurance or a service agreement, this insurance is excess over any amounts payable under any such insurance or agreement.

Service agreement means a service plan, property restoration plan or other similar service warranty agreement, even if it is characterized as insurance.

Appraisal

If we and you disagree on the value of the property or the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will retain our right to deny the claim.

Conformity with statutes

When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.

Geographical limit and worldwide coverage extension

This policy only covers claims arising from loss events and losses that occur during the period of insurance and within the geographical limit. Your bicycle is not covered while it is outside the geographical limit or while it is in transit to or from destinations outside the geographical limit. We may extend your policy to cover your bicycle if you take it beyond the geographical limits, for a period not exceeding 90 days in aggregate during any continuous 12-month period, provided that you have advised us beforehand, and we have listed the 'Worldwide coverage extension' on the declarations page. You may be required to pay an additional premium for this coverage.

Your cancellations rights

You may cancel your policy at any time by contacting us.

When we may cancel your policy

We may cancel your policy where permitted by and in accordance with the law. For example, if you:

- Do not comply with the policy terms and conditions;
- Do not pay your premium as agreed;
- Make a fraudulent claim; or
- Misrepresented information when you entered into your policy.

If we pay a claim for a total loss, your policy comes to an end and there is no refund of premium.

Renewing of your insurance

Your insurance will be automatically renewed every year to make sure you have continuous coverage. Should your bicycle or personal information change at any time, please let us know immediately so we can update your policy.

Your bicycle value and sum insured

You need to make sure that the amount you give us as the sum insured is correct. Please take into account any modifications and/or upgrades you make to your bicycle in determining the value. If your bicycle is within 2 years of its purchase date, the sum insured should reflect the replacement value. If it is older than 2 years, the value should be its actual value. Please take into account any upgrades that you might have made in the 2 years since the purchase date. If you have selected the lifetime new for old coverage option, the sum insured should reflect the replacement value.

Proof of condition

We need to determine if your bicycle is in good condition prior to taking out the insurance. This means that there is no damage or cracks on the frame, wheels, parts and/or accessories. We ask that you send us two clear and in-focus photos of your bicycle after you have taken out the policy and to include your policy number on a piece of paper in the photos. The paper should not obstruct any part of the bicycle. Should you not provide us with these photos, it might delay the claims process as you will have to provide us with other proof that the bicycle was in a good condition at the time of taking out the policy.

Proof of ownership

When you make a claim for loss or damage to an item, we will require satisfactory proof that you owned the item and of its value or your claim may not be paid. The easiest way to do this is by keeping documents related to the item or sending us a copy to keep it for you.

Underinsured

If you underinsured your bicycle and make a claim, your claim settlement may be reduced by us to reflect this. You are considered to be underinsured if the sum insured at the time of the loss is less than 80% of the replacement cost of the bicycle (or depreciated value in the case of bicycles over 2 years old).

Policy changes

You need to let us know if you sell, buy, or change anything on your bicycle. Coverage for changes will only come into effect if we have endorsed your policy. Please note that there might be a premium adjustment.

Right of recovery

You may have the right to recover from another party who is responsible for your loss. If we pay your loss under this policy, this right of recovery will belong to us up to the amount that we have paid you. If you, or anyone acting on your behalf, takes any action that impairs our right to recover, we may consider this policy void and without effect as to such loss.

Legal action against us

- No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
- With respect to coverage provided under medical payments, no suit or action may be brought against us unless the action is brought within 12 months after the date you first have knowledge of the loss.
- With respect to all other coverage under this policy, no suit or action may be brought against us until the amount of a claim against you has been determined or agreed upon.
- Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

Service of Suit

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within Canada.

Nothing in this Clause constitutes or should be understood to constitute a waiver of the Company's right to commence an action in any Court of competent jurisdiction in Canada.

It is further agreed that service of process in such suit may be made upon Tokio Marine Canada, Ltd. at 330 Bay Street, Suite 400, Toronto, Ontario, M5H 2S8 and that in any suit instituted against the Company upon this Insurance, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Words with special meaning (definitions)

accessory/accessories mean an item used in conjunction with your bicycle that is listed on the declarations page as an accessory. For example, a bicycle light, bicycle computer etc.

actual cash value means the cost to repair or replace the lost or damaged property less depreciation.

approved lock means a lock that is approved by Sundays Insurance, please see the list available on our website.

bicycle means the bicycle as specified on your declarations page and which is made up of a frame with two wheels powered by human pedaling. For the purposes of this policy, this definition includes electric 'pedal assist' bicycles as approved by your applicable provincial or Federal legislation. The bicycle is understood to include a standard set of components necessary to render the bicycle functional (i.e. frame, wheels, handlebars, saddle, group-set, etc.).

bicycle computer means a purpose-built computer mounted to your bicycle to measure and/or track GPS coordinates, speed, distance, heart rate etc. It does not include personal computers, tablets, smartphones, heart rate transmitters, or wrist-worn devices that may be used in conjunction with cycling.

common area means an area (e.g. stairs, driveways, car parks, shared lockup facilities and the like) within a Condominium, Apartment complex, or similar type of residential space which may be accessed by persons unknown to you or who do not reside with you.

custom part/s means a part/s fitted to your bicycle that replaces a manufacturer supplied part on your bicycle or which you have specifically selected in lieu of a manufacturer supplied part and is listed on your declarations page.

crash means a collision of the bicycle with another object while it is being ridden or a fall caused by the rider losing control of the bicycle while it is being ridden.

cycling race or event means a timed cycling competition organized by a third party for which participants are required to register.

cycling clothing means cycling-specific clothes, shoes, or helmet less than 24 months old that are damaged in the same incident as your insured bicycle.

daylight hours mean the time between sunrise and sunset at the location where the bicycle is at the time of a loss event.

depreciation means the value calculated from the Recommended Retail Price (RRP) of an item which was purchased new but is more than 2 years old at the time of making a claim. The value is calculated by deducting 10% from the RRP for every year or part thereof, measured from the original date of purchase.

deductible means the first amount you must pay when a claim is accepted under this policy.

home means the fully enclosed building (or share of a building) defined by permanent walls and a roof, owned, or leased by you for domestic dwelling purposes and is located at the address noted on your declarations page.

immovable object means a solid object which is permanently fixed to concrete or stone and the object itself is immovable. It must not be possible to remove the object without the use of power tools. It must not

be possible to maneuver the bicycle over or under the object while the bicycle is secured to the object by the use of an approved lock.

impact means the action of an object striking your bicycle other than;

- As a result of a collision or crash while cycling, or
- As a result of intentional acts by you or someone known to you.

declarations page means the latest declarations page we send you.

lifetime new for old means that we will not apply depreciation on the settlement of your claim even after 2 years if you selected the lifetime new for old option when you purchased the policy for a new bicycle.

loss event/s means a single incident for coverage, provided under Your Coverage Explained, resulting in a claim under this policy. See pages 2-4 for loss events covered by this policy.

market value means our best-estimated price that a buyer would pay and a seller would accept for an item in an open and competitive market for a bicycle or custom part or accessory of similar make, model, quality, material, condition, function, type and age.

partial loss means a loss that is not a total loss and only part of your bicycle is damaged. Meaning your bicycle only has partial damage.

policy period means the period during which this policy is current. The period of insurance is stated on your declarations page. If this policy is canceled, the period of insurance ceases when the cancellation becomes effective.

policy means this document together with the declarations page and any applicable endorsements and any Supplementary Product Disclosure Statements of which you have been notified.

premises mean the land at the address on the declarations page on which your home is located and includes the yard or garden situated within the legal boundaries of that land. It does not include the nature strip outside your home or any area that is a common area within a multi-residence property.

replacement cost means the lowest amount at which we are able to purchase the same item or an item of similar make, model, type, function, quality, and material.

road hazard means any curb, gutter, drain, speed hump, fixed or temporary traffic control object, permanent or temporary road barrier, or unexpected road surface defect, object, material or chemical, that is in the path of the bicycle while you are cycling.

securely locked means:

- The bicycle is locked by an approved lock through the frame of the bicycle to an immovable object; or
- The vehicle or building at your home in which your bicycle is left, has
 - all external doors locked, and
 - all external windows securely latched and locked (where locks are fitted to the latching mechanism), and
 - any security devices (such as an alarm system) are set to active when unoccupied.

sum insured is the amount shown on your declarations page for each section of cover and/or each specified item covered by the policy. The most we will pay (inclusive of taxes) for a loss event, will be the relevant sum insured less the applicable deductible, less any other amount we are entitled to recover under this policy.

total loss means the loss of your entire bicycle, or damage to your bicycle or a custom part or an accessory which we determine at our sole discretion to be uneconomical to repair.

unattended means whenever your entire bicycle is out of your direct line of sight or more than five (5) meters away from you.

unoccupied means that neither you, nor any other person (with your consent) is present in your home.

we, our or **us** means Tokio Marine Canada, Ltd.

you, your means the person or persons named on the declarations page as the insured.