

Atlas iCycle Bicycle Insurance Policy



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Your Policy and Contract of Insurance

Urban & leisure, active and electric bike insurance policy

Welcome to Atlas' iCycle Policy

Your iCycle policy is an insurance contract underwritten by Atlas Insurance PCC Limited (**Us**) the basis of which is the information **You** have provided to **Us** (including information given on-line and/or on a proposal form) and the **Premium** payable. **We** will, in the event of loss damage or injury happening during the **Period of Insurance**, provide insurance as described in this policy.

Your policy consists of:

- this policy wording. This gives **You** a full explanation of **Your** cover;
- the **Insurance Schedule**;
- any **Endorsement** added throughout the currency of the policy;

The above should be read in conjunction with each other. Any word or expression used with a specific meaning in any of them shall have the same meaning wherever it appears.

Please read the policy carefully to avoid any misunderstanding and check that all the details are correct, that **You** have the protection **You** need and that **You** know what to do to claim.

Please notify **Us** of any change in **Your** circumstances. Failure to do so may invalidate **Your** cover. **We** have tried to make this document easy to understand, but if **You** have any questions please call **Us** on 23435381 or write to **Us** at the address shown on the back page of this policy.

How to read Your iCycle Policy Wording

You need to be aware that the policy wording is subject to certain exclusions and conditions. It is therefore essential that **You** are aware of what is covered and what is not and any security requirements and conditions **You** need to comply with.

For simplicity, **We** use keywords or phrases which are shown in Definitions and these are listed in alphabetical order. They have the same meaning whenever they appear and are shown in **Bold** with an initial capital letter so as to remind **You** of their importance.

To help **You** understand the cover provided, Section 2 is laid out with the following headings:

What is covered	What is not covered
This is printed on a white background and gives detailed information on the insurance provided.	This is shown on this background and draws your attention to what is not included in the scope of your policy.

In addition **You** should also read Section 3 - Security Requirements, Section 4 - General Policy Exclusions and Section 5 - General Conditions.

Law Applicable to the Contract

Unless some other law is agreed in writing, this policy is governed by Maltese law. If there is a dispute, it will only be dealt with in the courts of Malta. However, where a claim under Section 2.1 or 2.2 has been accepted and there is a disagreement over the amount to be paid to **You**, the dispute must be referred to an arbitrator to be appointed by mutual agreement between the parties in accordance with the provisions of the Arbitration Act 1996. When this happens the making of an award by the said arbitrator shall be a condition to any right of action against **Us**.

Section 1 - Definitions

1.1 **Accessories** - means

- a. cycle bags and boxes and;
- b. any equipment added and fixed to the **Bicycle** in addition to the manufacturer's original specifications as specified on the **Insurance Schedule** and not otherwise specifically excluded and the **Full Value** of which is included in the **Sum Insured**. This can include any trailers and passenger carrying trailers; cameras specifically designed for cycling; cycling computers; cycling GPS units; lights; cycle luggage and panniers.

1.2 **Accident** - means a sudden and unexpected event which happens by chance within the **Territorial Limits** at an identifiable time during the **Period of Insurance**

1.3 **Accidental Damage** - means the sudden and unforeseen accidental damage (other than damage as a result of theft or attempted theft) to the **Bicycle** specified on the **Insurance Schedule**.

1.4 **Approved Lock** – means any specifically designed bicycle, motor scooter or motorcycle lock with a chain thickness of a least 12mm; or any bicycle lock requested by Us.

1.5 **Bicycle** - means any cycle(s), including tricycle and tandem, trailer cycle or push scooter specifically described in the **Insurance Schedule** which is (are)

- a. powered by human pedalling and/or battery; and
- b. not subject to the requirements of the **Motor Insurance Legislation**;

and which includes

- c. **Component Parts**; and
- d. any fixed **Accessories** which are specified on the **Insurance Schedule**.

Each **Bicycle** must belong to **You** or be the responsibility of **You** or **Your Family**.

1.6 **Bodily Injury** - means identifiable physical injury caused solely by an **Accident** and which, within 12 calendar months of the date of the **Accident**, results in death or **Permanent Total Disablement, Loss of Limb, Loss Of Sight** or (solely if the Upshift Option is shown as operative in the **Insurance Schedule**) **Hospitalisation, Broken Bones** and **Dental Treatment**.

1.7 **Broken Bones** – means broken bones in the skull (excluding nose & teeth) or shoulder (scapula or clavicle), arm (humerus or ulna or radius) or leg (femur or patella or tibia or fibula).

1.8 **Component Parts** – means any **Bicycle** specific component or part which is core to the operation of the **Bicycle** that can be used to replace another component or part to return the **Bicycle** to the manufacturer's specification.

1.9 **Competition** – means use for racing or competition and any official club or federation training events leading up thereto.

1.10 **Defence Costs** – means legal or other costs or expenses incurred by any one insured under the Public Liability Section in order to defend, investigate or settle a civil claim related to an incident which is covered by such Section and they have been incurred following **Our** prior written consent.

1.11 **Dental Treatment** - means dental treatment to natural teeth or replacement or repair to existing bridges or caps directly as a result of the **Accident** and for which treatment has started within 48 hours of the **Accident**.

Dental treatment excludes treatment that is purely cosmetic or for aesthetic purposes, for example

- a. any treatment you elect to have, such as crowns, bridges, inlays and onlays, which are not clinically necessary;
- b. replacement of silver-coloured fillings with white fillings;
- c. tooth whitening, including bleaching and laser whitening, veneers; or
- d. orthodontic treatment.

1.12 **Depreciation** - means for a **Bicycle** over three years old, the following deductions will be made from the **New For Old Value** in order to reflect wear, tear and depreciation:

- a. Over 3 years and up to 5 years = 25%
- b. Over 5 years and up to 7 years = 35%
- c. Over 7 years = 50%

The age of a **Bicycle** will be determined by the age of the frame based on its date of manufacture.

1.13 **Domiciled** – means **You** have been a **Malta** resident for a minimum of 6 months at the time of inception of **Your** policy, **You** have a permanent residential address in **Malta** and **You** have not been travelling abroad continuously for more than 6 months.

- 1.14 **Endorsement** - means any terms and conditions additional to this policy and specified on the **Insurance Schedule**.
- 1.15 **Evidence of Ownership** - means original purchase receipt, showing the date, price paid, details of the **Bicycle** and **Approved Lock**, name and address of seller, or other evidence which clearly demonstrates ownership.
- 1.16 **Excess** – means the amount borne by **You** in respect of each claim and which is as follows unless shown otherwise on the **Insurance Schedule** or by **Endorsement**:
- a. Claims under Section 2.1 - Your Bicycle
 - i. In respect of any claim for **Theft** other than from **Your Home** as defined under clause 1.20a (a private dwelling house or self-contained flat built of **Standard Construction**) an amount of €125 or 20% of the **Full Value**, whichever is the higher, shall be payable by **You**.
 - ii. In respect of other claims under section 2.1 while the **Bicycle** is used for **Competition** (if Sprint Cover applies) an amount of €250 or 20% of the **Full Value**, whichever is the higher, shall be payable by **You**.
 - iii. In respect of other claims under Section 2.1 an amount of €50 shall be payable by **You**.
 - b. Claims under Section 2.3 - Public Liability
 - i. In respect of each and every claim arising from damage to third party property while the **Bicycle** is used for **Competition** an amount of €500 shall be payable by **You**.
 - ii. In respect of each and every other claim arising from damage to third party property an amount of €125 shall be payable by **You**.
- 1.17 **Family** - means **Your** parents, spouse, partner, son, daughter or siblings (all aged 16 years or over) who live permanently with **You**.
- 1.18 **Forcible and/or Violent Entry** – means
- a. entry evidenced by visible damage to the fabric of the building or vehicle at the point of entry;
 - b. damage caused to an **Immovable Object** or **Approved Lock**
- 1.19 **Full Value** – means, for **Bicycles** up to 3 years old, the **New for Old Value** and for older **Bicycles**, it means **New for Old Value** less **Depreciation**.
- 1.20 **Home** - means the location as stated on the

Insurance Schedule where the **Bicycle** is usually kept which shall meet the requirements of one of the following:

- a. A private dwelling house or self-contained flat built of **Standard Construction**.
- b. A privately accessed and lockable outbuilding or garage built of **Standard Construction** or solid wood and attached to or within the boundaries of a private dwelling house.
- c. A self-contained lockable room or compartment built of **Standard Construction** or solid wood within a communal hallway of the block of flats containing **Your** self-contained flat which **You** use as a private dwelling.
- d. A privately accessed self-contained lockable garage built of **Standard Construction** within a communal garage area of the block of flats containing **Your** self-contained flat.
- e. Any other specific location agreed by **Us** in writing.
- f. Home will also include any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 30 days during the **Period of Insurance** providing the area of temporary residence **You** inhabit is self-contained and secured to the same standard as **Your** primary residence.

Standard Construction shall mean built of brick, stone or concrete and roofed with stone, slate, tile, asphalt, metal or concrete.

(Please refer to section 3.1 of this policy wording for security requirements applicable while the **Bicycle** is stored at **Your Home**).

- 1.21 **Hospitalisation** - means staying in a hospital overnight as an inpatient directly as a result of the **Accident** when this is considered to be necessary by a legally-qualified medical practitioner other than **You**, any other insured person or a member of **Your** or an insured person's immediate family. This excludes any period related in any way to surgery or treatment that is not medically necessary including cosmetic surgery.
- 1.22 **Immovable Object** – means any solid object fixed in or on to concrete or stone, which is not capable of being undone, removed, or lifted under/over the **Bicycle**.
- 1.23 **In Transit** – means while the **Bicycle** is in or on a vehicle, boat or aircraft.
- 1.24 **Insurance Schedule** - means the document issued to **You** which details **Your** name, address, cover

options selected and property insured which should be read in conjunction with this policy.

- 1.25 **Loss of Limb** - means loss by severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.
- 1.26 **Loss of Sight** - means the total and irrecoverable loss of sight.
- 1.27 **Malta** - means the Republic of Malta including any recognised sea passage within the republic.
- 1.28 **Motor Insurance Legislation** – means the Motor Vehicles Insurance (Third-Party Risks) Ordinance (Cap 104 of the Laws of Malta) and any amendments thereto or replacements thereof and any equivalent legislation in any other part of the **Territorial Limits**.
- 1.29 **New for Old Value** - means the usual new undiscounted replacement cost of the **Bicycle** and any fixed **Accessories** (including VAT) from a reputable dealer.
- 1.30 **Period Of Insurance** - means the period specified on the **Insurance Schedule**.
- 1.31 **Permanent Total Disablement** - means disablement which is beyond reasonable hope of improvement having lasted for a continuous period of 12 months and which totally prevents the insured person from attending to any occupation or paid work. This includes:
- **Loss of two or more Limbs**;
 - **Loss of Sight** in both eyes; or
 - **Loss of one Limb** combined with **Loss of Sight** in one eye.
- 1.32 **Policyholder** - means the person referred to as such on the **Insurance Schedule**.
- 1.33 **Pre-existing condition** - means a physical or mental disability, or on-going or recurring medical condition (one which keeps coming back), which an insured person had, knew he/she was likely to have, or had symptoms of, before the **Period of Insurance**.
- 1.34 **Premium** - means the amount referred to as such on the **Insurance Schedule**.
- 1.35 **Sum Insured** - means the amount referred to as such on the **Insurance Schedule**
- 1.36 **Territorial Limits** – means, unless otherwise defined in any **Endorsement**:
- a. If the Line Option is shown as operative in the **Insurance Schedule**, anywhere in **Malta**; or
 - b. If the Upshift Option is shown as operative in the **Insurance Schedule**, anywhere in
- i. **Malta**; and
 - ii. elsewhere in the European Economic Area and Switzerland for not more than 15 days any one trip.
- 1.37 **Terrorism** – means the use of force or violence and/or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 1.38 **Theft** - means the unauthorised dishonest appropriation or attempted appropriation of the **Bicycle** specified on the **Insurance Schedule**, by another person with the intention of permanently depriving **You** of it.
- 1.39 **Third Party Injury** - means the accidental **Bodily Injury** of any person who is not:
- a. **You**; or
 - b. any member of **Your** family; or
 - c. any person who lives with **You**; or
 - d. anyone employed by the above persons.
- 1.40 **Third Party Property Damage** - means accidental physical damage to or destruction of material property (including the resulting loss of use of such property) that does not belong to and is neither in the charge of nor under the control of:
- a. **You**; or
 - b. any member of **Your** family; or
 - c. any person who lives with **You**; or
 - d. anyone employed by the above persons.
- 1.41 **Unattended** – means while **You** or an adult entrusted with the **Bicycle's** safe keeping is not
- a. in full view of; and
 - b. in a position to prevent unauthorised interference with
- the **Bicycle**.
- 1.42 **We/Us/Our** - means Atlas Insurance PCC Limited.
- 1.43 **You/Your** - means the **Policyholder** named on the **Insurance Schedule** who must be **Domiciled** in **Malta**.

Section 2 - What is Covered and What is Not Covered

The Security Requirements and Special Conditions, the General Exclusions and General Conditions (including Claims Conditions) which apply to Your **iCycle** policy, are shown in Sections 3, 4, 5 & 6.

2.1 Your Bicycle

What is covered	What is not covered
<p>We will insure You for;</p> <ol style="list-style-type: none"> Accidental Damage to Your Bicycle; Theft of Your Bicycle from Your Home; Theft of Your Bicycle while away from Your Home (other than while In Transit); and Theft of Your Bicycle while In Transit <p>occurring in the Territorial Limits during the Period of Insurance.</p> <p>In the case of loss of the Bicycle by Theft:</p> <p>We will at Our option, replace, or pay the cost of replacing the Bicycle with a similar article of like kind, functionality and quality.</p> <p>In the case of Accidental Damage or damage by Theft:</p> <p>We will at Our option, repair the Bicycle to its prior level of functionality or replace the damaged part or all of the Bicycle with a similar article of like kind, functionality and quality. Where the Bicycle is economical to repair but the parts required are obsolete We will pay a cash settlement equivalent to the cost of the repair of the Bicycle.</p> <p>In either case We may use specialist suppliers for repair or replacement chosen by Us.</p> <p>We will not pay more than the Bicycle's respective Sum Insured noted on the Insurance Schedule or the respective Full Value, whichever is the lesser and as further limited by Condition 5.1.</p>	<ol style="list-style-type: none"> The Excess. Theft from Your Home unless involving Forcible and/ or Violent Entry and You have complied with Security Requirements and Special Conditions 3.1. Theft from any building at Your Home which is not included in definition 1.20 unless specified in an Endorsement. Theft away from Your Home (other than while In Transit) when the Bicycle is left Unattended unless <ol style="list-style-type: none"> the Bicycle is secured to an Immovable Object by an Approved Lock through the frame; and any access to the Bicycle is effected by Forcible and/or Violent Entry. Theft while the Bicycle is In Transit away from Your Home unless You have complied with Security Requirements and Special Conditions 3.2. Accidental Damage sustained during transit when handed to a recognised transport provider, unless the Bicycle is securely packaged and a respective ticket or receipt obtained. Theft or Accidental Damage to tyres and Accessories unless the Bicycle is lost or damaged at the same time. Any Depreciation of a Bicycle (including Component Parts) more than three years old from the date of manufacture. Depreciation will not apply to any Accessories and Component Parts that are under three years old where Evidence of Ownership can be provided at the time of the claim. Theft or Accidental Damage while the Bicycle is used by or in the custody of anyone other than You. Cover applies if used by a member of Your Family in respect of whom "Family Cover" is shown as operative on the Insurance Schedule. Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin.

Section 2 - What is Covered and What is Not Covered

The Security Requirements and Special Conditions, the General Exclusions and General Conditions (including Claims Conditions) which apply to Your **iCycle** policy, are shown in Sections 3, 4, 5 & 6.

2.1 Your Bicycle

What is covered	What is not covered
	<ol style="list-style-type: none"> <li data-bbox="850 394 1471 517">11 Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction. <li data-bbox="850 555 1471 645">12 Marring, scratching, denting or any cosmetic change which does not impair the function and performance of the Bicycle. <li data-bbox="850 683 1471 772">13 Damage due to mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately. <li data-bbox="850 810 1471 900">14 Damage due to faulty or defective design, materials or workmanship or latent defect and defects in operation. <li data-bbox="850 938 1471 1028">15 Any Theft or Accidental Damage whilst using the Bicycle for Competition unless Sprint Cover is shown as operative on the Insurance Schedule. <li data-bbox="850 1066 1471 1155">16 Any additional costs resulting from delivery of a Bicycle, Component Parts or Accessories to addresses outside Malta.

2.2 Personal Accident

Your Insurance Schedule will show if this section has been chosen

What is covered	What is not covered
<p>We will pay the amount shown below if at any time during the Period of Insurance while using Your Bicycle</p> <ul style="list-style-type: none"> • You; or • any specified individual member of Your Family in respect of whom Family Cover is shown as operative on the Insurance Schedule <p>are involved in an Accident, which shall solely and independently of any other cause, cause Bodily Injury.</p> <p>The amounts We will pay under this section are:</p> <p>a. If the Line Option is shown as operative in the Insurance Schedule:</p> <ul style="list-style-type: none"> • Loss of Limb: €7,500. • Loss of Sight: €7,500. • Permanent Total Disablement: €15,000. • Death: €15,000. <p>Benefit under this section shall be payable to You or Your nominees, and shall be limited to a maximum of €15,000 per person through the lifetime of this policy.</p> <p>Or</p> <p>b. If the Upshift Option is shown as operative in the Insurance Schedule:</p> <ul style="list-style-type: none"> • In-patient Hospitalisation benefit for each 24-hour period (in excess of 24 hours) up to 30 days: any one Accident: €100 • Broken Bones: €500 any one Accident • Dental Treatment: up to €250 any one Accident • Loss of Limb: €15,000 • Loss of Sight: €15,000 • Permanent Total Disablement: €30,000 • Death: €30,000. <p>Benefit under this section shall be payable to You or Your nominees, and shall be limited to a maximum of €30,000 per person through the lifetime of this policy. In respect of death, Permanent Total Disablement and Loss of Limb or Sight the sum payable shall be reduced by the amount payable for Broken Bones, Hospitalisation and Dental Treatment in respect of the same Accident.</p>	<ol style="list-style-type: none"> 1 Any Accident not directly resulting from the use of Your Bicycle and any Accident involving the use of the Bicycle outside the Territorial Limits. 2 Any benefit where head injuries are sustained and the insured person was not wearing a helmet at the time of the Accident. 3 Bodily Injury where the insured person is aged <ol style="list-style-type: none"> a. under 16 years; or b. 76 years or over at the start date of the Period of Insurance during which the Accident occurs. 4 Bodily Injury consisting solely of or directly or indirectly resulting from or relating to any Pre-existing Condition. 5 Any Accident directly or indirectly resulting from an insured person's psychiatric, mental or nervous disorder. 6 Any benefit when Our appointed medical consultant does not confirm to Us that the Permanent Total Disablement has continued for 52 weeks from the date of the Accident and in all probability will continue for the remainder of the insured person's life. 7 More than one benefit under this section in respect of any one Accident except that (solely if Upshift Option applies) any combination of Hospitalisation, Broken Bones and Dental Treatment benefits can be paid in respect of any one Accident. 8 Any Accident while using Your Bicycle for Competition unless Sprint Cover is shown as operative on the Insurance Schedule. 9 Any Bodily Injury which has arisen from or is traceable to or is caused by any gradually developing bodily deterioration.

2.3 Public Liability

Your Insurance Schedule will show if this section has been chosen

What is covered	What is not covered
<p>We will pay any amount that</p> <ul style="list-style-type: none"> • You; or • any specified individual member of Your Family in respect of whom Family Cover is shown as operative on the Insurance Schedule <p>become legally liable to pay as compensation (including claimants' costs and expenses) in respect of</p> <p>a. Third Party Injury; and/or</p> <p>b. Third Party Property Damage</p> <p>occurring in the Territorial Limits during the Period of Insurance and arising from the ownership or use of Your Bicycle.</p> <p>We will also pay Defence Costs.</p> <p>If anyone insured by this Section dies, their legal personal representatives will have the benefit of this Section in respect of an event covered by this Section which occurred prior to their death.</p> <p>We will not pay more than the Limit of Indemnity noted below in respect of all compensation, claimants' costs and expenses and Defence Costs for any one claim. All claims arising from the same single or original cause or source shall be regarded as one claim.</p> <p>Limit of Indemnity:</p> <ul style="list-style-type: none"> • During Competition (if Sprint Cover is operative) the Limit of Indemnity is €250,000 limited however to €60,000 in respect of liability towards anyone else participating in Competition. • When outside Competition <ul style="list-style-type: none"> ○ If Line Option is shown as operative on the Insurance Schedule the Limit of Indemnity is €250,000. ○ If Upshift Option is shown as operative on the Insurance Schedule the Limit of Indemnity is €500,000. 	<ol style="list-style-type: none"> 1 Any liability where the insured person is under the age of 16 at the time of the occurrence. 2 The Excess. 3 Any liability where any insured person is entitled to indemnity from another source. 4 Any liability for the payment of fines, penalties or non-compensatory damages of any sort including punitive, exemplary or aggravated damages. 5 Any liability for injury, loss or damage arising out of the ownership, possession or use of: <ol style="list-style-type: none"> a. motor vehicles or any other mechanically propelled vehicle (including any bicycle which is subject to the requirements of the Motor Insurance Legislation), b. watercraft or aircraft of any description. 6 Any liability arising out of using the Bicycle for Competition unless Sprint Cover is shown as operative on the Insurance Schedule. 7 Any liability not directly arising from the use or ownership of Your Bicycle. 8 Any liability arising out of the use of a Bicycle outside the Territorial Limits. 9 Any liability directly or indirectly arising from any act, breach, omission or infringement which any insured person deliberately, spitefully, dishonestly or recklessly commits, condones or ignores and which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated. 10 Any liability under any contract which is greater than the liability applicable at law without such contract. 11 Any part of a claim where the insured person's right of recovery is restricted by any contract. 12 Any liability for <ol style="list-style-type: none"> a. judgements, orders or awards that are delivered by or obtained from a court or in arbitration outside the Territorial Limits; OR b. judgements, orders or awards obtained in the Territorial Limits for the enforcement of a judgement or arbitration award obtained elsewhere outside the Territorial Limits; or c. costs and expenses of litigation recovered by any claimant from You which costs and expenses of litigation are not incurred in the Territorial Limits.

Section 3 - Security Requirements and Special Conditions

No claim shall be paid unless the terms below have been complied with.

3.1 Security requirements and Special Conditions when the Bicycle is at Your Home

Accidental Damage or **Theft** of the property insured whilst at **Your Home** shall only be covered in circumstances where the **Bicycle** is:

- a.
 - i. at **Your** private dwelling house or self-contained flat (as described in 1.20a); or
 - ii. at a private outbuilding/garage (as described in 1.20b); or
 - iii. at a temporary residence (as described in 1.20f); or
 - iv. the garage in a communal garage (as described in 1.20d)

if the **Bicycle** is kept inside and any security devices are fully operative and in force.

- b. at the room or compartment in a communal hallway (as described in 1.20c) if
 - i. the **Bicycle** is kept inside and any security devices are fully operative and in force; and
 - ii. the **Bicycle** is secured through the frame by an **Approved Lock** to an **Immovable Object**.

Theft must involve **Forcible and/or Violent Entry**.

3.2 Security Requirements and Special Conditions when the Bicycle is In Transit

Theft whilst the **Bicycle** is **In Transit** shall only be covered in circumstances where:

- a. the **Bicycle** is adequately and professionally packed and stowed in the hold of an aircraft or boat, or in the custody and control of the airport or seaport operator or their agents and a respective ticket or receipt has been obtained by **You**; or
- b. the **Bicycle** is
 - completely contained within a motor vehicle; and
 - the motor vehicle was fully locked with all security protections in force; and
 - the **Theft** is a direct result of **Forcible and/or Violent Entry** to the motor vehicle by the thieves; and

- c. the **Bicycle** is not left in the motor vehicle between the hours of 9.00pm and 7.00am unless
 - the motor vehicle is in a secure car park which is either locked shut or subject to 24-hour supervision; and
 - the motor vehicle is fitted with a factory fitted alarm and evidence of its existence must be provided in the event of a claim.

Section 4 - General Exclusions Applicable to the Policy

This insurance does not provide cover for:

- 4.1 any **Accidental Damage, Theft, Bodily Injury** or legal liability of whatsoever nature, directly or indirectly caused, contributed to by or happening through or in consequence of:
- a. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power; or
 - b. seizure or confiscation by customs or other authorities; or
 - c. **Terrorism** or any action taken in controlling, preventing or suppressing any acts of **Terrorism** or in any way relating to any act of **Terrorism**; or
 - d. ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
 - e. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds; or
 - f. the use of the **Bicycle** for
 - i. trade or business purposes including hire or reward, courier services or the carriage of paying passengers: or
 - ii. the performance of stunts of any kind; or
 - g. an insured person
 - i. engaging in any criminal act for which he/she is convicted; or
 - ii. engaging in solvent abuse; or
 - iii. being under the influence of alcohol or drugs, except those prescribed by a registered doctor and not those drugs prescribed for drug addiction.
- 4.2 any **Bodily Injury** or legal liability of whatsoever nature, directly or indirectly caused, contributed to by or happening through or in consequence of:
- a. wilful, self-inflicted injury or illness; or
 - b. suicide or an attempt to commit suicide; or
 - c. wilful exposure to danger, except in an attempt to save a human life.
- 4.3 any claim or any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, probation or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

Section 5 – General Conditions

5.1 Keeping the Sum Insured at the Correct Level and the effect of Underinsurance

You must at all times keep the **Sum Insured** for each **Bicycle** at a level which represents the **Full Value** of the property insured.

A proportionate reduction in any claims settlement will be made should **You** under insure (i.e. the **Sum Insured You** have chosen is less than the **Full Value** of the property).

5.2 Information, Changes and Misrepresentation

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

You must tell **Us**, as soon as possible, if there are any changes to the information provided **You** have given us. If **You** are in any doubt, please contact **Us** or **Your** insurance agent.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the cancellation condition, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance.

If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

If **We** establish that **You** deliberately or recklessly provided **Us** with false information **We** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** were careless in providing **Us** with the information **We** have relied upon in accepting this insurance and setting its terms and premium **We** may:

- a. treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- b. amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- c. charge **You** more for **Your** insurance or reduce the amount **We** pay on a claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**;
- d. cancel **Your** policy in accordance with the cancellation condition.

We will inform **You** in writing about any decision **We** take.

5.3 Amendments

Mid-term amendments to **Your** policy, excluding changes to personal details are subject to payment of any additional cost of cover and an administration charge may be applied.

No refunds are payable for reductions in cover resulting from mid-term amendments made to **Your** policy by **You**.

5.4 Reinstatement of Cover

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, **We** will reinstate cover on **Your** replacement **Bicycle** but solely upon confirmation from **You** of the new property to be insured without change to the **Insurance Schedule** renewal date and subject to payment of the proportionate additional premium. Following a claim **We** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

5.5 Cancellation

- a. **You** may cancel this policy within 14 days of receipt of the new policy documents and this must be done in writing to us at the following address:

The Manager - Personal Insurance
Atlas Insurance PCC Limited
47-50 Ta' Xbiex Seafront
Ta' Xbiex XBX1021

We will refund you the premium paid to **Us** as long as the amount paid by **Us** for any claim occurring during this period is refunded to **Us**.

- b. Following the 14 days mentioned in a. above,
 - i. **You** may cancel the policy at any time by giving 7 days' notice in writing. **We** will calculate the premium for the period you have been insured and refund any balance;
 - ii. **We** may also cancel the policy by sending 7 days' notice in writing to the last address **You** have given **Us**. **We** will calculate the premium for the period **You** have been insured and refund any balance.

If a claim has been submitted during the current period of insurance no premium refund will be given.

5.6 Entitlement to Policy Benefits

The benefits detailed in this policy in respect of the insured **Bicycle** are only payable to the **Policyholder** and any claim may only be presented by the **Policyholder**.

5.7 False/Fraudulent Claims

If any insured person makes a claim under this policy and knows the claim is false or fraudulent in any way, the cover is void and the claim will not be paid, and all monies previously received must be immediately repaid.

5.8 Other Insurance

If at the time of any claim covered under this policy, **You** or anyone else covered by this insurance have any other insurance or guarantee which covers the same **Theft, Accidental Damage**, loss or damage. **We** will only pay a rateable share of the claim.

In respect of **Public Liability** cover under Section 2.3 no cover is available under this policy if **You** or any other person insured have indemnity from any other source.

5.9 Reasonable Care

You and anyone else covered by this insurance must take all reasonable care to prevent any **Accidental Damage, Theft** or loss and keep **Your Bicycle** and **Your Home** in a good state of repair and condition. The **Bicycle** must be used and maintained in accordance with the manufacturer's instructions.

You and anyone else covered by this insurance must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

5.10 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** and anyone else covered by this insurance 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. No action may be taken and no agreements made 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.

Section 6 - Claims

On the happening of any event which may give rise to a claim:

6.1 **You** shall give immediate notice, as soon as **You** become aware to:

- a. the police in respect of any **Theft** or malicious damage and
- b. **Us** via submission of a claim form, available from www.atlas.com.mt to the

Claims Department
Atlas Insurance PCC Limited
47-50 Ta'Xbiex Seafront
Ta'Xbiex
XBX 1021

or

via email to insure@atlas.com.mt

The Claims Department can be contacted on 23435381 should you have any further queries or are unable to download a claim form.

Failure to comply with either or both clause 6.1 a. or b. may result in a claim being rejected.

6.2 Within 60 days of notifying **Us**, **You** shall supply, at **Your** own expense, full details of the claim in writing together with any supporting information, **Evidence of Ownership** and proofs which **We** may reasonably require. In the case of any claim for **Theft** when the **Bicycle** is locked to an **Immovable Object** by an **Approved Lock**, the key and **Evidence of Ownership** of the **Approved Lock** must be presented demonstrating the make and model, or alternatively the remains of the **Approved Lock** must be provided in support of such claim.

Failure to comply with clause 6.2 may result in a claim being rejected.

6.3 No claim shall be paid until **You** have complied with clause 6.1 and 6.2.

6.4 **We** have the right, without thereby incurring any liability and without diminishing **Your** right to rely on any condition of this policy, to take and keep possession of any part or all of the **Bicycle** and to deal with salvage in a reasonable manner, but no **Bicycle** may be abandoned to **Us**.

6.5 **You** and any person insured by this insurance shall give such information and assistance as **We** may reasonably require, to substantiate any claim and where requested, provide proof of identity prior to settlement of any claim.

6.6 In respect of Public Liability claims, **You** and any person insured by this insurance must send **Us** any claim, writ summons as soon as it is received. Claims must not be negotiated, paid or settled, admitted or denied without **Our** written permission. **You** and any person insured by this insurance must also notify **Us** in writing of any impending prosecution, inquest or fatal accident enquiry.

Section 7 – What You can do if You are not satisfied with Atlas

It is important that **You** follow this process, step by step, to ensure that **Your** concerns are dealt with as swiftly as possible. Please remember to quote **Your** policy and/or claim number on all correspondence.

With the best will in the world, concerns about some aspects of our service may arise. Please help us to resolve your concerns as quickly as possible by following this process.

Please remember to quote your policy and/or claim number on all correspondence.

How **We** deal with **Your** concerns

- **You** can communicate with **Us** about **Your** concerns in writing by any reasonable means and this will always be free of charge. **We** assure **You** that feedback is always welcome as it enables **Us** to identify ways to improve our service, and rest assured that **We** will always treat **You** fairly, equally and promptly. **We** will keep **Your** records in accordance with the Data Protection Act and **You** have the right to request information about the progress of **Your** concerns.

What **You** should do

- Atlas staff have the training and authority to settle problems and will do everything they can to help. They should be your first point of contact.

In the unlikely event that **Your** complaint is unresolved, please write to:

The Customer Care Manager
Atlas Insurance PCC Limited
48-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021

or

email on insure@atlas.com.mt

who will investigate the matter independently. The Customer Care Manager will:

- acknowledge **Your** concern within 3 working days;
- explain how **We** will handle **Your** complaint and who **Your** contact person will be;
- explain what, if anything, **You** need to do;
- send **You** a copy of the Atlas Complaints Procedure if **You** do not already have a copy of it;

- give **You** a final reply to **Your** concern within 15 working days from the date of receipt of your complaint. In the unlikely event that **We** are

unable to conclude within this time period, **We** will write to **You** explaining why.

If You are still not satisfied

If you are still not satisfied with our final reply or we have failed to give you a reply within 15 working days without giving you an explanation, **You** (individuals and micro enterprises) may refer **Your** issues to the Financial Services Arbiter (Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, telephone 8007 2366 or 21249245 or complaint.info@financialarbiter.org.mt).

Issues related to online purchases

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **You** choose to submit **Your** complaint this way, it will be forwarded to an Alternative Dispute Resolution (ADR) entity which will handle the case entirely online and will reach an outcome in 90 days. Please visit <https://ec.europa.eu/consumers/odr/> to access the Online Dispute Resolution Service. Please quote our email address insure@atlas.com.mt.

Section 8 – Protection and Compensation Fund

Under the Protection and Compensation Fund Regulations 2003, should **We** be unable to meet all **Our** liabilities to policyholders, compensation may be available. Full details are available on the Malta Financial Services Authority website www.mfsa.com.mt

Section 9 - Data and Privacy Protection

Atlas Insurance PCC Limited and/or any other subsidiaries of Atlas Holdings Limited or any of its daughter companies (hereinafter '**Atlas**,' '**Us**,' '**Our**,' '**We**') are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about **You** or relating to **You** and/or to any other person/s whom **You** insure with **Atlas** (hereinafter '**Others**').

In completing all the forms related to **Your** policies or claims, **You** confirm **Your** understanding and acceptance of the terms in **Atlas**'s Data Protection and Privacy Statement. **You** hereby warrant that **You** have informed **Others** why **We** asked for this information and what **We** will use it for and have obtained the necessary explicit verbal consent.

Atlas collects and processes information about **You** and **Others** for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). **Atlas** may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas may collect and disclose **Your** and **Others**' information from/to other entities in order to conduct **Our** business including:

- managing claims, which may require obtaining data including medical information from healthcare providers (including any public or private hospital or clinic) and/or **Your** employers (for company schemes) and which **You** hereby authorise. The processing of this data shall be in accordance with Subsidiary Legislation 586.10 of the Laws of Malta on the Processing of Data Concerning Health for Insurance Purposes;
- administering policies with insurance brokers or other intermediaries appointed by the policyholder;
- helping **Us** prevent or detect crime by sharing **Your** information with regulatory and public bodies in Malta or, if applicable, overseas, including the Police, as well as with other insurance companies (directly or via shared

databases such as the Malta Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or

- **Our** third party suppliers or service providers to whom **We** outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You can withdraw **Your** consent to **Atlas** processing **Your** personal information which is processed with **Your** consent, e.g. direct marketing, at any time. **You** have the right to access **Your** personal data and ask **Atlas** to update or correct the information held or delete such personal data from **Our** records if it is no longer needed for the purposes indicated above. **You** may exercise these and other rights held in **Atlas**'s Data Protection and Privacy Statement, by contacting **Our** Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta or email dpo@atlas.com.mt Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If **You** and **Others** consider that the processing of personal data by **Atlas** is not in compliance with data protection laws and regulations, **You** and **Others** may lodge a complaint with **Us** and/or the Office of the Information and Data Protection Commissioner by following this link <https://idpc.org.mt/en/Pages/contact/complaints.aspx>

If **You** wish to view the full **Atlas**'s Data Protection and Privacy Statement, for a better understanding of how **We** use this data please visit <https://www.atlas.com.mt/legal/data-protection/>. Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance.



Head & Registered Office 47-50 Ta' Xbiex Seafront 23 43 53 63 insure@atlas.com.mt
Ta' Xbiex Abate Rigord Street 21 322 600

Paola Regional Office 87-89 Vjal Kristu Re 21 668 669 paola@atlas.com.mt
Birkirkara 1 Psaila Street 21 49 20 00 bkara@atlas.com.mt

Bormla 55 Gavino Gulia Square 21 800 880 bormla@atlas.com.mt

Luqa Skyparks Business Centre Malta International Airport 21 68 68 68 skyparks@atlas.com.mt

Mosta 94 Constitution Street 21 422 082 mosta@atlas.com.mt

Rabat 267 Vjal il-Haddiem 21 450 555 rabat@atlas.com.mt

San Gwann Naxxar Road c/w Bernardette Street 21 380 020 sangwann@atlas.com.mt

St Paul's Bay 2 Toni Bajada Street 21 578 000 stpaulsbay@atlas.com.mt

Zebbug 148 Vjal Il-Helsien 21 462 000 zebbug@atlas.com.mt

Atlas Insurance PCC Limited is a cell company authorised under the Insurance Business Act 1998 to carry on general insurance business and is regulated by the Malta by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cell in excess of their assets.

Intermediary

