Cycle Insurance

Policy Wording

www.assetsure.com

ASSETSURE
CYCLE INSURANCE

Welcome

Cycle Insurance Policy

The Insurers or Service Providers

Sections 1 to 3 of this Policy has been arranged by Assetsure on behalf of the Insurer AXIS Managing Agency Ltd on behalf of Certain Underwriters at LLoyd's, 21 Lombard Street, London, EC3V 9AH who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Registration Number 204888. The company is the managing agent of Syndicate 1686 subject to the supervision of the Society of Lloyd's.

Section 4 of this Policy has been arranged by Assetsure and is administered by ARAG plc under a binding authority agreement with the Insurer Brit Syndicate 2987 at Lloyd's (BSL). It is important that You read this Policy together with Your current Schedule and any Endorsements carefully. If anything is not correct or it does not meet Your insurance requirements please let Assetsure know without delay.

You should keep a record (including copies of letters) of all information You supply to Us in connection with this contract of insurance. No change or modification to this Policy will be effective unless confirmed in writing by Us.

You must take reasonable care not to make a misrepresentation to Us. This means that all the answers You give and statements You make as part of Your insurance application, including at renewal and when an amendment to Your Policy is required, should be honest and accurate. If You deliberately or carelessly misinform Us, this could mean that part of or all of a claim may not be paid.

James Farley
Managing Director
For and on behalf of Assetsure

IMPORTANT NOTE

Please read this policy document carefully and ensure that it meets your requirements. If you have any query please contact Assetsure. Please keep this policy in a safe place you may need to refer to it if you make a claim.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Useful Contacts

General queries and Policy amendments:

Tel: 0208 0033 190
Email: admin@assetsure.com

Claims:

Tel: 0208 0033 191
Email: claims@assetsure.com

www.assetsure.com

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General Definitions

Words shown in **Bold** type have the same meaning wherever they appear in sections 1 - 3 of this **Policy** and are used throughout this **Policy**. Any other definitions are shown in the section to which they apply.

Accessories
Equipment added and fixed to the Cycle in addition to the manufacturer's original specification, including:

a) drinks holders, lights, paniers, computer equipment, speedometers, mirrors, bells and horns. Trailers and passenger carrying trailers valued under £100

b) trailers and passenger carrying trailers as specified in the Schedule in excess of £100.

Accident/Accidental
A sudden and unexpected event which happens by chance during the **Period of Insurance**.

Approved lock
A lock which at the time of purchase by **You** was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of **Cycle** locks and which at the time of the purchase by **You** was appropriate to the value of **Your Cycle(s)** in accordance with the classification of locks determined by the MLA 'Sold Secure' list.

*Bicycles, inclusive of any fixed **Accessories**, that have an Insured value of less than £1,500 GBP(£)*	*Bronze Rated Lock*
*Bicycles, inclusive of any fixed **Accessories**, that have an Insured value of between £1,501- £2,500 GBP(£)*	*Silver Rated Lock*
*Bicycles, inclusive of any fixed **Accessories**, that have an Insured value exceeding £2,500 GBP(£)*	*Gold Rated Lock*

Confiscation
Confiscation, nationalisation, requisition, detention or destruction of or damage to property by or under the order of any government or public or local authority.

Cycle
Any **Cycle**, tricycle, tandem, recumbent, trailer **Cycle** or push scooter specified in the **Schedule** along with its value which is **Your** own property or for which **You** are legally responsible and which is normally kept at the address shown in the **Schedule**. This includes component parts and **Accessories**.

The **Cycle** must be driven only by human pedal power or electric battery. If the Cycle is battery powered it must comply with all applicable laws governing the use of Electrically Assisted Pedal Cycles.

Cycle Box
A luggage box designed specifically for the carriage of Your cycle.

Emergency Dental Treatment
Emergency treatment to natural teeth within 7 days of the incident.

Endorsements
A change to the terms of the **Policy**.

European Union
Anywhere in Andorra, the European Union, Gibraltar, Iceland, Madeira, Monaco, Norway and Switzerland.

Evidence of Ownership
The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of the **Cycle** and the **Approved Lock** or any other evidence which demonstrates **Your** ownership to **Our** satisfaction.

Excess
The amount **You** must pay as the first part of each agreed claim.

Family
You, **Your** partner and any other relative 14 years and above that permanently live with **You**.

Geographical Limits
Means as a **United Kingdom** resident domiciled in the **United Kingdom**, cover is applicable anywhere in the **United Kingdom**. Cover also includes:

i) Up to 45 days any one **Period of Insurance** anywhere in the **European Union** subject to additional premium and the cover is shown in the **Schedule**.

Helmets & Clothing
Specialist **Cycle Helmets & Clothing**.

Hijacking
To stop and rob **Your Cycle** in transit through force or violence.

Home
The location stated in **Your Schedule** where **Your Cycle** and **Accessories** are usually kept which means:

i) **Your** private dwelling built of brick, stone or concrete and roofed with slates or tiles; or

ii) a lockable outbuilding or garage built of brick, stone, concrete and roofed with slates, tiles, corrugated steel, asbestos or multi-layered with modern materials which is attached to or within the boundaries of **Your** private dwelling and is privately accessed; or

iii) a lockable wooden or metal shed within the boundaries of **Your** private dwelling which is privately accessed by residents and their guests only; or

iv) a secure gated car park within the boundaries of **Your** private dwelling which is privately accessed by residents and their guests only; or

v) any temporary residence such as **Your** holiday **Home**, a guest house, boarding house, motel or hotel in which **You** are resident for up to 28 consecutive days; or

vi) any self-contained lockable private room within the halls of residence in which **You** normally reside; or

vii) a communal hallway within the halls of residence in which **You** normally reside; or

viii) any other specific location which has been referred to and agreed by **Us** in writing.

General Definitions - (Cont)

Hospital
A lawful establishment (other than a convalescent nursing or rest Home or convalescent nursing self-care or rest sections unit of a Hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing service by registered nurses.

Immovable Object
Any of the following:

i) a solid object fixed onto or into brick, stone, concrete or metal and which cannot be undone or removed with or lifted under or over the **Cycle**; or

ii) a securely fixed purpose built motor vehicle roof rack or **Cycle** rack; or

iii) an official **Cycle** rack at a railway station and supplied by the railway station specifically for the purpose of securing **Cycle(s)** in an area of the station which is within the jurisdiction of the British Transport Police Authority.

Insured
The person named in the **Schedule** as the **Insured**.

Nuclear Risks
i) Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;

ii) Any products or services which include, involve or relate in any way to anything in i) above, or the storage, handling or disposal of anything in i) above;

iii) All operations carried out on any site or premises on which anything in i) or ii) above is located.

Period of Insurance
The time for which this **Policy** is in force as shown in the **Schedule**, or until cancelled.

Personal Effects
Articles worn, used or carried by the **Insured** person, excluding **Cycle** and their **Accessories**.

Pre Existing
Any medical condition **You** have, or have had, for which **You** are taking or have been taking prescribed medication within the last five years or;

any medical condition **You** have, or have had, for which **You** are waiting to receive, or have received advice or treatment (including surgery, tests or investigations) within the last five years.

Policy
This insurance document and the **Schedule**, including any **Endorsements**.

Schedule
The document showing the details of the **Insured** person, the cover provided and any **Endorsements** that apply.

Sum Insured
The amount set out on the **Schedule**.

Terrorism
An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

a) is committed for political, religious, ideological or similar purposes; and

b) is intended to influence any government or to put the public, or any section of the public, in fear; and

c) i. involves violence against one or more persons; or
ii. involves damage to property; or
iii. endangers life other than that of the person committing the action; or
iv. creates a risk to health or safety of the public or a section of the public; or
v. is designed to interfere with or to disrupt an electronic system.

United Kingdom
England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.

War
War, invasion, act of foreign enemies, hostilities (whether **War** be declared or not), civil **War**, rebellion, revolution, insurrection, military or usurped power.

We/Us/Our
The insurers named in the **Schedule**.

You/Your/Yourself
The **Insured** named in the **Schedule** and, if the **Family** members extension has been purchased by **You** and this additional cover is shown in **Your Schedule**, any member of **Your Family**.

Conditions Precedent

General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading Your obligations are all conditions precedent to Our liability. We will not make any payment under this insurance unless You comply with all the requirements of those conditions.

General Conditions

The following conditions apply to section 1 - 3 of this Policy. Any other conditions and procedures are shown in the section to which they apply.

1. Information You have given Us

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.

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:

- 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;
- 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;
- charge **You** more for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your Policy** in accordance with the cancellation conditions.

We or **Your** insurance intermediary will write to **You** if **We** :

- intend to treat this insurance as if never existed; or
- need to amend the terms of **Your Policy**; or
- require **You** to pay more for **Your** insurance.

2. Change of circumstances

The cover under this **Policy** is based on information **You** have given **Us** and confirmed on **Your Schedule**. **You** must tell **Us**,via Assetsure, as soon as possible about any change in this information which is relevant to this insurance. If **You** do not, **Your** insurance may not be valid or may not cover **You** fully. If **You** are not sure whether any information is relevant, **You** should tell **Us** anyway.

Information **You** need to tell **Us** about includes but is not limited to:

- changes to the **Cycle(s)** description or value
- change of address
- if **You** receive a police caution for or are convicted of or charged with an offence (other than motoring)
- if **You** plan to use the **Cycle(s)** in connection with an occupation or profession

We have the right to alter the premium, change any terms and conditions or cancel this insurance when **You** tell **Us** about a change.

3. Due diligence

You must take reasonable steps to prevent **Accident** or injury and to protect **Your** property against loss or damage. **You** must keep any property Insured under this **Policy** in good condition and repair.

4. Premium payment

We will not make any claim payment under this **Policy** unless **You** have paid the premium.

5. Subrogation

In the event that a third party is considered liable for part or all of any claim, **We** may exercise **Our** right of subrogation. **You** must, 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.

6. Contribution

If **You** have any other insurance in force against liability, loss or damage covered by this **Policy**, **We** will only pay **Our** proportionate share of a claim. **We** will be entitled to request details of such insurance from **You** and where appropriate a rateable proportion of the claim may be recovered direct from these Insurers.

7. Cancellation

Section 7a

You are entitled to cancel this contract of insurance within 30 days of either the date **You** receive this contract of insurance or the start of the **Period of Insurance**, whichever is the later, and receive a full premium refund.

If **You** cancel after this date **We** will refund any premium paid for the remaining **Period of Insurance** providing that **You** have not made a claim during the current **Period of Insurance**. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium. To cancel at any time, please contact Assetsure.

Section 7b

We can cancel this insurance by giving **You** 21 days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter by recorded delivery to **Your** last known address shown in the **Schedule** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the cancellation notice period;
- Where **We** reasonably suspect fraud; or
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

If **We** cancel this **Policy We** will refund any premium paid for the remaining **Period of Insurance** providing that **You** have not made a claim during the current **Period of Insurance**. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

8. Multiple Insured's

The most **We** will pay is the relevant amount shown in the **Schedule**.

General Conditions - (Cont)

If more than one **Insured** is named in the **Schedule**, the total amount **We** will pay will not exceed the amount **We** would be liable to pay to any one of **You**.

You agree that the **Insured** named in the **Schedule**, or if there is more than one **Insured** named in the **Schedule** the first of them, is authorised to receive all notices and agree any amendments to the **Policy**.

9. Rights of Third Parties

You and **We** are the only parties to this **Policy**. Nothing in this **Policy** is intended to give any person any right to enforce any term of this **Policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

10. Automatic Reinstatement

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, **We** will automatically reinstate cover on **Your** replacement **Cycle** upon confirmation from **You** of the new property to be Insured without change to the **Schedule** renewal date. If the value of the replacement **Cycle** is higher than the **Sum Insured You** will be asked to pay 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.

11. Law and Jurisdiction

Law Applicable to this Insurance

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live, or, if **You** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** live.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** live, or, if **You** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** live.

12. Protecting your information

We take **Your** privacy extremely seriously and **We** will only use **Your** personal details in line with **Our** Privacy Notice. Please read **Our** Privacy Notice carefully (This document can be obtained by visiting **Our** website. https://www.assetsure.com/privacy-policy) and contact **Us** immediately if **You** have any queries. Where necessary, where **We** would like to use **Your** data for marketing purposes, **We** shall ask for your specific consent to do so. **Your** personal information includes all of the details **You** have given **Us** to process **Your** insurance policy (**We** will not ask for more information than is necessary).
We may share **Your** data with Third Parties for the provision and ongoing performance of **Your** insurance policy. **Your** data may be transferred outside the UK. **We** will not sell, rent or trade **Your** data under any circumstances. All of the personal information **You** supply to **Us** will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

You may view the Data Protection policy of AXIS Managing Agency Ltd, the underwriters of this insurance by visiting: http://www.axiscapital.com/about-axis/privacy-data-protection. This will provide **You** will full details of how they will use and manage **Your** personal information.

13. Fraudulent Claims

If **You** make a fraudulent claim under this insurance contract, then **We**:

(a) are not liable to pay the claim; and
(b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
(c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under clause (c) above:

(a) **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
(b) **We** need not return any of the premiums paid.

General Exclusions

The following exclusions apply to section 1 - 3 of this **Policy**. Any other exclusions are shown in the section to which they apply.

Government Financial Sanctions

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition 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.

This means **We** will not provide any insurance cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. We will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America

Terrorism

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.

Wear and Tear

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from Wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

Defective Design and Construction

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

Rot

We will not pay for any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

Loss of Value

We will not pay for any loss of value after **We** have made a claim payment.

General Exclusions - (Cont)

Indirect Loss or Damage

We will not pay for indirect loss or damage that is not directly associated with the incident that caused **You** to claim, unless specifically stated in this **Policy**.

Deliberate, Malicious or Wilful damage

We will not pay for any **Accident**, injury, loss or damage caused deliberately, maliciously or wilfully by **You** or **Your Family**.

Prior Events

We will not pay for any loss or damage occurring before cover starts or arising from an event before cover starts.

Additional Territorial Claims Costs

We will not pay for any additional claims costs resulting from the supply of a **Cycle** from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside the **United Kingdom**.

Business or Professional Use

We will not pay for any claim arising out of cycling as **Your** occupation or profession.

General Claims Conditions

The following claims conditions apply to section 1 - 3 of this **Policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Making a Claim

1. **You** must give notice as soon as possible to:

- The Police in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Assetsure on telephone 0208 0033 191 or email: claims@assetsure.com or write to Assetsure, 3rd Floor Floor Peek House 20 Eastcheap, London EC3M 1EB. **We** will register **Your** claim and tell **You** what to do next.

2. For theft, loss or damage claims:

- **We** will require **You** to provide **Us** with documentation or other evidence which clearly demonstrates ownership of the property and to help substantiate **Your** claim, for example: original purchase receipts, bank or credit card statements, instruction booklets, photographs, the remains of the **Approved Lock** and/or the keys. **We** may also ask for the date **you** purchased **your cycle** and for the serial number of the frame. **We** will only ask for information relevant to **Your** claim and **We** will pay for any reasonable expenses **You** incur in providing **Us** with this information.
- **You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.
- if the **Cycle** is lost, stolen or damaged whilst in the care of an airline **You** must:
  - get a Property Irregularity Report form the airline
  - give written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy)
  - keep all travel tickets and tags for submission to **Us**.

For liability claims:

- **You** must send **Us** (Contact details as above) any statement of claim, legal process or other communication (without answering them) as soon as **You** receive it.
- do not discuss, negotiate, pay, settle, admit or deny any claim without **Our** written permission.
- **You** must notify **Us** (Contact details as above) in writing of any impending prosecution inquest or fatal **Accident** enquiry.

For Personal Accident or Road Rage claims:

- **You** must see a suitably qualified medical practitioner as soon as possible after suffering injury and follow any medical advice **You** are given.
- if **We** consider it necessary, **You** must allow a medical advisor chosen by **Us** to see all relevant medical records.
- send **Us** (Contact details as above) all supporting evidence and documentation.

For race fee claims :

You must send **Us** (Contact details as above) the following information

- details confirming the name and date of the event.
- an explanation as to why **You** were unable to take part in the event
- written evidence from the event organizer confirming that **You** have paid the race fee and that the race fee (or part of) is non-refundable

3. **We** have the right, without 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 **Cycle** and to deal with salvage in a reasonable manner, but **You** must not abandon any **Cycle** to **Us**.

Section 1: **Cycle & Accessories**

The General terms and conditions and the following terms and conditions all apply to this section. Your Schedule will tell You whether or not these sections are in force.

What is covered

We will insure Your Cycle, Accessories and Helmets & Clothing for the following:

a. **Accidental** damage
b. Collision damage
c. Malicious damage
d. **Hijacking**
e. Theft from **Your Home**
f. Theft while away from **Your Home**
g. Theft from a motor vehicle

What is not covered

We will not make any payment for:

1. Theft from **Your Home** unless:
   i. the **Cycle** and **Accessories** are under **Your** personal supervision; or
   ii. the **Cycle** and **Accessories** are contained within **Your** private dwelling and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the premises by the thieves; or
   iii. the **Cycle** and **Accessories** are contained within a lockable outbuilding or garage which is within the boundaries of **Your** private dwelling and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the outbuilding or garage by the thieves; or
   iv. the **Cycle** and **Accessories** are contained within a lockable shed, garage or secure gated car park within the boundaries of **Your** private dwelling which is privately accessed by residents and their guests only and the normal security protections are fully operative and in force and the Cycle is secured through the frame by an Approved Lock to an Immovable Object; or
   v. the **Cycle** and **Accessories** are contained within a holiday home, guest house, boarding house, motel or hotel in which **You** are resident and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the premises by the thieves; or
   vi. the **Cycle** and **Accessories** are contained within a self-contained lockable private room within a hall of residence and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the room by the thieves; or
   vii. the **Cycle** is secured through the frame by an **Approved Lock** to an **Immovable Object**.
2. Theft away from **Your Home** unless:
   i. the **Cycle** and **Accessories** are under **Your** personal supervision; or
   ii. the **Cycle** is stolen from the transition area of an organised competitive triathlon or biathlon in which **You** are participating and the competitive events extension has been purchased by **You** and this additional cover is shown in **Your Schedule** or
   iii. the **Cycle** is secured through the frame by an **Approved Lock** to an **Immovable Object**; or
   iv. the **Cycle** is secured through the frame by an **Approved Lock** to an official cycle rack provided by the railway station and is not left in this location for more than 24 consecutive hours; or
   v. the **Cycle** is clearly labelled and stored in a designated **Cycle** storage carriage of a train, or in the custody and control of the rail network operator or their agents; or
   vi. the **Cycle** is adequately and professionally packed and stowed in the hold of an aircraft or boat, or in the custody and control of an airport or seaport operator or their agents.
3. Theft from a motor vehicle unless:
   i. the **Cycle** is completely contained within a motor vehicle and the motor vehicle is fully locked with all security protections in force and the theft is a direct result of violent and forcible entry to the motor vehicle by the thieves or
   ii. the **Cycle** is secured through the frame by an **Approved Lock** to a securely fixed purpose built motor vehicle roof rack or cycle rack.
4. Any unexplained loss or disappearance of **Your Cycle**.
5. Any **Cycle** being used for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.
6. Any **Cycle** being used for any competition involving a massed start or a triathlon or duathlon unless the competitive events extension has been purchased by **You** and this additional cover is shown in **Your Schedule**.
7. Any **Cycle** being used to participate in any stunts or using equipment specifically designed for undertaking stunts.
8. **Confiscation**.
9. Any theft or damage to **Your Cycle** while the **Cycle** is used by anyone except **You**.
10. Any theft or damage to tyres and **Accessories** unless the **Cycle** itself is lost or damaged at the same time.
11. Anything that happens gradually including but not limited to damage caused by wear, tear, wet or dry rot, atmospheric or climatic conditions, frost, insects, vermin, corrosion, rust, dust, contamination, change in colour of finish, chemical reaction, marring, scratching, denting, cosmetic changes, dampness, dryness, shrinkage, evaporation, lack of or poor maintenance or failure to follow manufacturer's instructions when using the **Cycle** or during maintenance or repair.
12. Mechanical or electrical breakdown or defect or electronic malfunction unless fire ensured immediately.
13. Any theft or damage which occurs outside the **Geographical Limits**.
14. **Terrorism**, **War** or **Nuclear Risks**.
15. Any theft or damage to **Your Cycle** where **You** cannot provide **Us** with **Evidence of Ownership** of the **Approved Lock** or **Cycle**.
16. When **Accidental** damage is sustained in transit when handed to an airline or courier, unless the **Cycle** is securely packaged in accordance with the airline or couriers terms and conditions and packing/storage requirements and a receipt obtained which confirms their acceptance of responsibility for the **Cycle**.
17. Faulty or defective design, materials or workmanship or latent defect (fault in the property that could have been discovered by an inspection before the sale) and defects in operation.
18. Marring, scratching, denting or cosmetic change which does not impair the function and performance of the **Cycle**
19. Any **Excess** as shown on **Your Schedule**.

How much We will pay

Repair or replacement

At **Our** option **We** will repair, replace or pay for any lost or damaged **Cycle**, **Accessories**, **Helmets & Clothing** on the following basis:

1. for any standard **Cycle**, **Accessories**, **Helmets & Clothing** the cost of repair or replacement as new;
2. for any discontinued **Cycle**, **Accessories**, **Helmets & Clothing**, the cost of repair or replacement with item(s) of a similar type or equivalent specification;
3. for any hybrid or composite **Cycle**, **Accessories**, **Helmets & Clothing**, where the parts have been individually purchased, **We** will pay the replacement cost of the individual components;
4. where **We** can repair or replace an item but **You** request and **We** agree to a cash settlement, **We** will only pay what it would cost **Us** to repair or replace the item though **Our** preferred suppliers;

but in no event will **We** pay more than the **Sums Insured** shown in the **Schedule** or as limited below.

Under insurance

If, at the time of theft or damage, the amount Insured is less than 85% of the value of the **Cycle**, **Accessories** and or **Helmets & Clothing** shown in the **Schedule**, the amount **We** pay will be reduced in the same proportion as the under insurance.

Your obligations

If any theft or damage occurs **We** will not make any payment under this section unless **You** notify **Us** (See General Claim Condition 1) promptly of any theft or damage which might be covered. If **You** think a crime has been committed, **You** must also report it to the police.

Replacement Cycle Hire

The General terms and conditions and the following terms and conditions all apply to this section.
Your Schedule will tell You whether or not these sections are in force.

What is covered

Replacement Cycle Hire

The cost of the hire of an alternative **Cycle** from an approved **Cycle** dealer whilst awaiting the repair or replacement of **Your Cycle** when the subject of an approved claim.

What is not covered

Cycle hire costs, unless:

i. any cost of hire which have not been agreed with **Us** and where **Our** prior authority has not been obtained.
ii. any costs which exceed the **Sums Insured** shown on **Your Schedule**.
iii. any costs which exceed the repair value of the **Cycle**.
iv. any cost that cannot be validated with evidence of expenditure.
v. any costs incurred by anyone other than **You**.

Get You Home Costs

The General terms and conditions and the following terms and conditions all apply to this section.
Your Schedule will tell You whether or not these sections are in force.

What is covered

Get You Home costs

We will also insure **You** for the cost of taxi hire in order to get **You** to **Your** onward destination or **Home**. This will only be considered as part of a claim for repair or replacement of the Insured **Cycle** in the event **You** suffer irreparable damage to **Your Cycle** occurring more than one mile from **Your Home**.

What is not covered

Get You Home costs

i. For any costs other than the taxi fare to transport **You** and **Your Cycle** to **Your** onward destination or **Home**.
ii. Where the costs exceed more than GBP(£)250 during any one **Period of Insurance**.
iii. Where evidence of expenditure cannot be provided
iv. Anything mentioned in exclusions 4 to 19 of what is not covered under section 1.

Cycle Box Cover

The General terms and conditions and the following terms and conditions all apply to this section.
Your Schedule will tell You whether or not these sections are in force.

What is covered

We will pay up to £500 in respect of **Accidental** damage to or theft of any **Cycle Box** which is **Your** own property or for which **You** are legally responsible, occurring during the **period of insurance.**

What is not covered

Theft or damage away from **Your home** unless **Your cycle** is damaged or stolen at the same time and by the same cause.

Race Fee Cover

The General terms and conditions and the following terms and conditions all apply to this section.
Your Schedule will tell You whether or not these sections are in force.

What is covered

We will pay the non-refundable race fee cost, less any refunds, for one event per **period of insurance** up to £250.00 providing the race fee cost has already been paid by **You** in respect of an organised competitive cycling, biathlon or triathlon event in which **You** were due to participate if **You** are no longer able to attend the race as a sole and direct result of a cause which occurs during the **period of insurance** and is entirely beyond **Your** control.

You must have purchased the competitive events extension stated on **Your schedule** of insurance for this cover to apply.

What is not covered

We will not make any payment under this section in respect of

a) any expected or foreseeable event; or
b) any loss occurring as a result of a **pre existing** medical condition or pregnancy ;or
c) any loss occurring as a result of alcohol or substance abuse; or
d) directly or indirectly due to adverse weather ; or
e) directly or indirectly due to any failure, withdrawal or inadequacy of necessary finance or any financial failure of or financial default of any person, corporation or entity; or
f) directly or indirectly due to strikes, industrial action or labour disputes, whether actual or threatened ; or
g) directly or indirectly due to any action taken by any national or international body or agency to control, prevent or suppress or in any way relating to any infectious disease.

Section 2: Public Liability

Section only applies if additional premium has been paid and the cover is shown in the Schedule. The General terms and conditions and the following terms and conditions all apply to this section. Your Schedule will tell You whether or not this section is in force.

Special definitions for this section

Bodily Injury
Death, or any bodily or mental injury or disease of any person

Defence costs
Costs incurred with **Our** prior written agreement to investigate, settle or defend a claim against **You**.

Property Damage
Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.

What is covered

Claims against You
For which **You** become legally liable as a direct result of **Your** ownership or use of **Your Cycle**, if any party brings a claim against **You** for **Bodily Injury** or **Property Damage** occurring within the **Geographical Limits** and during the **Period of Insurance**, **We** will indemnify **You** against the sums **You** have to pay as compensation.

What is not covered

We will not make any payment for any claim or loss:

Non Cycle Related
Unless resulting directly from **Your** ownership or the use of **Your Cycle**.

Competitive Events
Directly or indirectly arising from the use of the **Cycle** to participate in any competition involving a massed start or a triathlon or duathlon unless the competitive events extension (does not cover competitor to competitor liability) has been purchased by **You** and this additional cover is shown in **Your Schedule**.

Professional Use
Directly or indirectly arising from the use of the **Cycle** for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.

Geographical Limits
Directly or indirectly arising from **Bodily Injury** or **Property Damage** occurring outside of the **Geographical Limits**.

Stunts
Directly or indirectly arising from the use of the **Cycle** to participate in any stunts or the use of equipment specifically designed for undertaking stunts.

Other Craft
Directly or indirectly arising from the ownership, possession, maintenance or use by **You** of any watercraft, aircraft, other aerial device, motor vehicle or other mechanically propelled vehicle not included within the definition of **Cycle**.

Deliberate or Reckless Acts
Directly or indirectly arising from any act, breach, omission or infringement **You** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore 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.

War and Terrorism
Arising from **War**, **Terrorism** or **Nuclear Risks**.

We will not make any payment for:

Property for which You are Responsible
Property Damage to any property belonging to **You**, or which at the time of the loss or damage is in **Your** care, custody or control.

Injury to Others
Bodily Injury to any of **Your** employees or any member of **Your Family**.

Restricted Recovery Rights
That part of any claim where **Your** right of recovery is restricted by any contract.

Section 2: **Public Liability** (Cont)

What is not covered (Cont)

Non-compensatory Payments

fines and contractual penalties, punitive or exemplary damages awarded against **You**. (Punitive and exemplary damages are damages that are awarded in excess of the claimants loss and are intended to punish the defendant rather than compensate the claimant).

Contract

Your liability under any contract which is greater than the liability **You** would have at law without the contract.

Other Insurance

Your liability where **You** would be entitled to be paid under another more specific insurance.

Excess

£500 each and every claim.

How much We will pay

We will pay up to the limit of indemnity shown in the **Schedule** for each actual or threatened claim, unless limited below. **We** will also pay for **Defence Costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **Our** liability for **Defence Costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **Excess** for each claim.

All claims which arise from the same single or original cause or source will be regarded as one claim.

Special Limits

Paying out the limit of indemnity

At any stage **We** can pay **You** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **Defence Costs** already incurred at the date of **Our** payment. **We** will then have no further liability for those claims or their **Defence Costs**.

Your Obligations

We will not make any payment under this section:

1. unless **You** notify **Us** (See General Claims Condition 1) promptly of any claim or threatened claim against **You**.
2. if, when dealing with a third party, **You** admit that **You** are liable for what has happened or make any offer, deal or payment, unless **You** have **Our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **You** have **Our** prior written agreement.

Control of Defence

We have the right, but not the obligation, to take control of and conduct in **Your** name, the investigation, settlement or defence of any claim. If **We** think it necessary **We** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **Your** own solicitor but on a similar fee basis as **Our** solicitor and only for work done with **Our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Section 3: Personal Accident

Section only applies if additional premium has been paid and the cover is shown in the Schedule. The General terms and conditions and the following terms and conditions all apply to this section. Your Schedule will tell You whether or not this section is in force.

Special definitions to Section 3 & 3.b

Assault
A sudden, unexpected, unusual specific event caused by an unknown third party with deliberate intent to cause **Bodily Injury** at an identifiable time and place.

Bodily Injury
Death or identifiable physical injury resulting solely and independently from an **Accident**.

Loss of Sight
Permanent and total **Loss of Sight** in an eye.

Loss of Hearing
Permanent and total **Loss of Hearing**.

Loss of Speech
Permanent and total **Loss of Speech**.

Loss of Limb
Loss by physical separation of an arm, hand or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.

Permanent Total Disablement
Disability which entirely prevents **You** from working in any business or occupation which **you** are practically suited to by training, education or experience, and which, after a period of 52 weeks from the date of disability, shows no signs of ever improving.

What is covered

We will pay the amount shown on **Your Schedule** if at any time whilst **You** or any individual member of **Your Family** named on the **Schedule** are using a **Cycle** within the **Geographical Limits**, and are involved in an **Accident**, which solely and independently of any other cause, cause such **Accidental Bodily Injury** which results in either death, **Loss of Limb**, **Loss of Speech**, **Loss of Sight**, **Loss of Hearing** or **Permanent Total Disablement**.

The amounts **We** will pay under this section are shown on **Your Schedule**.

What is not covered

We will not make any payment for:

Non Cycle Related
Any **Accidental Bodily Injury** unless resulting directly from the use of a **Cycle**.

Competitive Events
Any **Accidental Bodily Injury** where **You** were using the **Cycle** to participate in any competition involving a massed start or a triathlon or duathlon unless the competitive events extension has been purchased by **You** and this additional cover is shown in **Your Schedule**.

Business Use
Any **Accidental Bodily Injury** where **You** were using the **Cycle** for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.

Geographical Limits
Any **Accidental Bodily Injury** where **You** were using the **Cycle** outside of the **Geographical Limits** shown in the **Schedule**.

Stunts
Any **Accidental Bodily Injury** where **You** were using the **Cycle** to participate in any stunts or using equipment specifically designed for undertaking stunts.

Your Age
Any **Accidental Bodily Injury** to any person under 16 or over 85 years old at the start date of the **Period of Insurance**. However, in respect of **Permanent Total Disablement** to any person over 65 years old at the start date of the **Period of Insurance**.

Other Exclusions
Any benefit for death, **Accidental Bodily Injury** or loss occurring after 180 days of the **Accident**.

Any injury resulting from:
a. an emotional or psychiatric disorder or condition;
b. the taking of or use of drugs or controlled substances (other than drugs prescribed by **Your** doctor and used properly) by **You**;
c. the act of committing suicide or causing deliberate injury to **Yourself** or putting **Yourself** in unnecessary danger (unless trying to save a human life)
d. any criminal act by **You** for which **You** are convicted.

Sexually-transmitted Diseases
Any injury directly or indirectly arising out of or contributed to by HIV (Humane Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.

War and Terrorism
Any injury directly or indirectly caused by **War**, **Terrorism** or **Nuclear Risks**.

How much We will pay

Payment of Benefit
We will pay the appropriate benefit shown in the **Schedule** to **You**, **Your** executors or nominees, but **We** will not pay more than one benefit in respect of the same **Accident**.

For **Permanent Total Disablement We** will pay only when the disablement has lasted for 12 consecutive calendar months and at the end of that time is without prospect of improvement.

Section 3b: Road Rage

What is covered

We will cover the following if **Bodily Injury** occurs by way of an **Assault** during the **Period of Insurance** and within the **Geographical Limits**, whilst **You** are riding or using the **Cycle**:

1. **Hospital** daily cash benefit of £100 per day of confinement, but not beyond 30 days.
2. **Emergency dental treatment** up to £250.
3. 5 sessions of stress counselling following a claim under items 1 & 2 above.
4. Clothing and **Personal effects** up to £150.

What is not covered

We will not pay the first £25 of any claim for 2. **Emergency dental treatment** or 4. Clothing and **Personal effects**.

We will not cover death or disablement, indirectly arising out of or resulting from, or contributed to by:

1. Any road rage incident, **Assault** or **Bodily Injury** not involving the use of a **Cycle** by **You** or any member of **Your Family** specified on the **Schedule**
2. Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or **Your** own criminal act, or being under the influence of alcohol or drugs.
3. Provoked **Assault** or fighting (except in bona fide self defence)
4. Any matrimonial or Family dispute
5. Any **Cycle** being used for any competition involving a massed start or a triathlon or duathlon unless the competitive events extension has been purchased by **You** and this additional cover is shown in **Your Schedule**.
6. Any **Cycle** being used for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.
7. Any **Hospital** benefit which does not involve an overnight stay as an in-patient.

Section 4: **Cycling Legal Solutions** - Compulsory

The General terms and conditions and the following terms and conditions all apply to this section.

This section is administered by ARAG plc under a binding authority agreement with the Insurer Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). The Insurer's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other Insurer's proportion or in respect of any other cover part of this Policy. Your Schedule states if this section is in force.

Your Policy Cover

Following an Insured Event the Insurer will pay the **Insured's Legal Costs & Expenses** up to £100,000 (for all claims arising from or relating to the same original cause, including the cost of appeals) provided that:

1. **You** have paid the insurance premium
2. The **Insured** keeps to the terms of this **Policy** and cooperates fully with **Us**
3. The **Accident** happens occurs within the **Geographical Limit**
4. The claim
   - always has **Reasonable Prospects of Success**
   - is reported to **Us**:
     - during the **Period of Insurance**
     - as soon as possible after the **Accident**
5. Unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by Us in any claim
   - to be heard by the **Small Claims Court**, and/or
   - before proceedings need to be issued.
6. Any proceedings or hearing are dealt with by a court or any other body that **We** agree to, in the **Geographical Limit**
7. The claim falls under the jurisdiction of a court and in the **Geographical Limit**
8. The **Insured** enters into a **Conditional Fee Agreement** with the **Appointed Advisor** (unless the **Appointed Advisor** has entered into a collective **Conditional Fee Agreement** where legally permitted).

What is covered

This section of the **Policy** will cover the **Insured** if an event which is another party's fault:

1. Damages the **Insured Cycle** and/or personal property on it, and/or
2. Injures or kills the **Insured** whilst on his or her **Cycle**.

Exclusions Which Apply To This Section

The Insurer will not cover any claim arising from or relating to:

1. Any **Legal Costs & Expenses** incurred before **We** accept a claim or without **Our** written agreement
2. A contract
3. Defending any claim other than appeals against **You**
4. An **Accident** that happens before the start of this section of the **Policy**
5. Fines, penalties or compensation awarded against the **Insured**
6. A group litigation order
7. A **Nuclear Risk** and/or **Terrorism**

Conditions which apply to this section

Where the Insurer's risk is affected by the Insured's failure to keep to any Policy condition, the Insurer may cancel this section of Your Policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to claim back **Legal Costs & Expenses** from the Insured if this happens.

1. The Insured's responsibilities

An Insured must:

a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to claim back losses
b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, keep them updated with progress of the claim and not hinder them
c) take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the Insurer
d) keep **Legal Costs & Expenses** as low as possible
e) allow the Insurer at any time to take over and conduct in the **Insured's** name, any claim.

2. The Appointed Advisor

a) In certain circumstances as set out in 2. b) below, the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
b) If **We** agree to start proceedings or there is a conflict of interest, the **Insured** may choose a suitably qualified **Appointed Advisor**. Unless there is a conflict of interest, this right does not apply where the **Insured's** claim is to be dealt with by the **Small Claims Court**, and We shall choose the **Appointed Advisor**.
c) Where the **Insured** wishes to exercise their right to choose, they should write to **Us** with their preferred representative's contact details.
d) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses to continue acting for the **Insured** with good reason, the cover will end immediately. **We** reserve the right to appoint another appointed representative in accordance with 2. b) and c) above.

3. Our Consent

The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality control purposes.

4. Settlement

a) The Insurer has the right to settle the claim by paying the reasonable value of the **Insured's** claim.
b) The **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs & Expenses** without **Our** written agreement.
c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the Insurer reserves the right to refuse to pay further **Legal Costs & Expenses**.

5. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports the **Insured**, then the Insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the Insurer will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** right under Condition 6 below.

6. Disputes

If any dispute between the **Insured** and **Us** arises from this section of the **Policy**, the **Insured** can make a complaint to **Us** as described on the complaints section of the **Policy** and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7. Cancellation

a) **You** may cancel this section of the **Policy** only if **You** cancel **Your Policy** in its entirety, please refer to section 7a on page 6 for details of **Your** cancellation rights.
b) Where there is a valid reason for doing so, the Insurer has the right to cancel this section of the **Policy** at any time by giving at least 21 days written notice to the **Insured**.
The Insurer will refund part of the premium for the unexpired term. **We** will set out the reason for cancellation in writing.
Valid reasons may include but are not limited to:
   i) where the party claiming under this section of the **Policy** fails to co-operate with or provide information to **Us** or the **Appointed Advisor** in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend the Insurer's interests,
   ii) where the **Insured** uses threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers,
   iii) where **We** reasonably suspect fraud.

Section 4: Cycling Legal Solutions - (Cont)

Special definitions for this section

Certain words and terms contained in this Policy have been defined as they have the same meaning wherever they appear.

Appointed Advisor
The solicitor or other advisor appointed by **Us** to act on behalf of the **Insured**.

Collective Conditional Fee Agreement
A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay his or her professional fees where a dispute is decided in a court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**.

Conditional Fee Agreement
A legally enforceable agreement entered into between the **Insured** and **Appointed Advisor** for paying their professional fees where a dispute is decided in a court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**.

Geographical Limit
The **United Kingdom**, Channel Islands, Isle of Man, Norway, Switzerland and countries in the **European Union**.

Insured
You, **Your** spouse and all children in **Your** household up to and including the age of 21.

Legal Costs & Expenses
1. Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis, and agreed in advance by **Us** or Fixed Recoverable Costs. The term "Standard Basis" can be found within the Court's Civil Procedure Rules Part 44.
2. Other side's costs and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.

Reasonable Prospects of Success
This means that it is always more likely than not that:
- the **Insured's** claim or appeal will be successful, and
- any judgment being sought by the **Insured** will be enforced.

Small Claims Court
A Court in England & Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999.

A court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, or the equivalent jurisdiction in the United Kingdom where the **Policy** applies.

Hildon Park Ltd
Hildon Park Ltd, who administer this insurance on behalf of ARAG plc.

We/Us/Our
ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer, Brit Syndicate 2987 at Lloyd's.

You/Your
The person(s) named in the **Schedule** to which this **Policy** attaches.

Claims conditions which apply to this section

If You are involved in an Accident which is not Your fault:

1. Under no circumstances should **You** instruct **Your** own lawyer as We will not pay any costs incurred without **Our** agreement.
2. Please telephone ARAG Claims on 0333 0007906 and quote **Your Policy** number which is located on **Your** Schedule of insurance and reference number 511342.
3. **We** will require details of the Accident and names and addresses of all parties involved including any witnesses.
4. If the advisor believes the **Accident** is not **Your** fault, **We** will arrange for:
   - a legal expert to contact **You** who will help claim back **Your** losses and obtain compensation for any injuries
   - **You** to be contacted to assess **Your** need and suitability for a replacement vehicle.
5. Ensure no contact is made with anyone else regarding claiming back **Your** losses or compensation for personal injury until **You** hear from **Us**.

Section 5: Complaints

What to do if You wish to complain (Sections 1-3 of Your Policy)

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service. If **You** wish to make a complaint, **You** can do so at any time by referring the matter to either Assetsure or the Complaints team at Lloyd's. Contact details as follows:

Assetsure
3rd Floor Peek House
20 Eastcheap
London
EC3M 12EB

Telephone: 0207 305 5601
Email: complaints@assetsure.com

Complaints
Lloyd's, One Lime Street
London
EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet **"Your Complaint - How We Can Help"** available at www.lloyds.com/complaints and are also available from the above address. If **You** remain dissatisfied with the outcome of **Your** complaint, **You** may have the right to refer **Your** complaint to an alternative dispute resolution body.

If **You** live in the United Kingdom or the Isle of Man the contact information is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial- ombudsman.org.uk

If **You** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG.

Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
Fax: +44 1534 747629
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

If **You** purchased this insurance online **You** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: http://ec.europa.eu/odr

Making a complaint does not affect **Your** right to take legal action.

In relation to Cycle Legal Solutions (Section 4 of Your Policy)

If **You** are not satisfied and wish to make a complaint, please follow the following procedure.

Step 1
In the first instance, **We** would encourage **You**, by whichever method is most convenient to **You**, to contact the person who is dealing with the matter.

Step 2
If this is not appropriate for whatever reason, **You** can contact **Our** Customer Relations Department directly, using the following ways:

Tel: 0117 917 1561 (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays. For **Our** mutual protection and training purposes, calls may be recorded).
E-mail: customerrelations@arag.co.uk
Post: ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN

Step 3
If **You** remain dissatisfied **You** can pursue **Your** complaint further with Lloyd's. They can be reached in the following ways:

Tel: 020 7327 5693, Fax: +44 (0)20 7327 5225
Email: complaints@lloyds.com.
Website: www.lloyds.com/complaints
Post: Lloyd's, One Lime Street, London EC3M 7HA

Step 4
If Lloyd's is not able to resolve the complaint to **Your** satisfaction, then **You** can refer the matter to the Financial Ombudsman Service. They can be contacted at:

Tel: 0800 0234 567 or 0300 123 9123
Email: enquiries@financial-ombudsman.org.uk
Post: The Financial Ombudsman Service,
Exchange Tower, Harbour Exchange Square,
London E14 9SR

You should tell them that the **Policy** is underwritten by Brit Syndicate 2987 at Lloyd's.

The FOS's decision is binding upon the Insurer, but **You** are free to reject it without affecting **Your** legal rights.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **You** under this insurance.

If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme : PO Box 300 Mitcheldean GL17 1DY and on their website: www.fscs.org.uk.