

This insurance is arranged by Bicy Insurance which is a trading name of Insurance Factory Ltd and underwritten by Zenith Insurance Plc, Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848 Europort, Gibraltar.

Insurance Factory Ltd is registered in England and Wales, registration no. 02982445. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB. Authorised and regulated by the Financial Conduct Authority (No. 306164). This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register.

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (Number 211787).

Zenith Insurance Plc is a member of the Association of British Insurers.

All Bicy Insurance claims are processed by Direct Group Limited. Certain subsidiaries of Direct Group Limited are authorised and regulated by the Financial Conduct Authority. Registered office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Financial Services Register number: 307332. Company number: 2461657. Registered in England & Wales.

INTRODUCTION

This policy provides insurance for **your bicycle** while **your** policy is in force as stated in the insurance schedule, subject to the terms, conditions, and limitations shown below or as amended in writing by **us**. The policy also provides benefits should **you** suffer an **accident** while using the **bicycle**.

If **you** pay for **your** premiums monthly then **your** policy is a **rolling monthly policy** and is only in force if the monthly premium continues to be paid. Cover can continue up to a maximum of five years.

If **you** pay for **your** policy annually, then **your** policy is an **annual policy** for which the full annual premium must be paid at inception and again at each annual renewal date. The type of policy **you** have will be shown in **your** insurance schedule.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Accident - means a sudden and unexpected event which happens by chance while **you** are using **your bicycle**.

Annual policy means that **your** policy runs for a period of 12 months and is then renewable. The premium is paid as a single annual amount each year. This will be confirmed in **your** insurance schedule

Approved lock - means

- (a) a nominated lock from the appropriate category (as specified with **your** insurance schedule); or
- (b) any other specified lock accepted by **us** and specified in an endorsement.

Bicycle means any cycle powered by human pedaling and/or battery which is not subject to the requirements of the Road Traffic Act.

Bodily injury - means identifiable physical injury which:

- is sustained by **you**, and
- is caused by an **accident** while **you** are using **your bicycle**, and
- solely and independently of any other cause, except illness directly resulting from medical or surgical treatment made necessary by such injury, leads to **your** death or disablement within 6 months from the date of the **accident**.

Immediate family – **your** mother, father, son, daughter, spouse, domestic partner.

Immovable Object – any solid object fixed in or on to concrete or stone which cannot be removed or lifted, under or over **your bicycle**, or a properly fixed vehicle **bicycle** rack, or if at a train station, a **bicycle** rack supplied by the station and under the jurisdiction of the transport police.

Insured location – means the location as stated on **your** insurance schedule where the **bicycle** is usually kept. This can be:

- a brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof;
- a privately accessed brick, concrete or stone built outbuilding or garage with a slate, tiled, corrugated steel, asbestos or multi layered roof, attached to or within the boundaries of a private house;
- a self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof;
- a self contained lockable private room in the halls of residence in which **you** reside;
- a communal hallway of a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof within the building in which **you** reside;
- a brick concrete or stone communal outbuilding of standard construction with a slate, tiled, corrugated steel, asbestos or multi layered roof within the boundaries of the building in which **you** reside;
- a privately accessed lockable wooden shed within the boundaries of the property in which **you** normally reside.

Cover shall be extended to any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 60 days in any 12 month period. Any other address that **you** reside at for in excess of 60 days in any one year may be covered provided **you** advise Insurance Factory in advance and **we** accept.

Loss of limb(s) - means the physical separation of a hand at or above the wrist, or of a foot at or above the ankle and shall include the total and irrecoverable loss of use of one or both hands, or feet respectively.

Loss of sight - means the total and irrecoverable **loss of sight** in one or both eyes.

Period of cover – for rolling monthly policies: 1 (one) calendar month from the inception date, renewing monthly on the same day each month (the last day of the month will apply appropriately to each month) provided the monthly premium is paid. For annual policies: 12 months from the date inception date and annually thereafter provided the full annual premium is paid each year.

Permanent total disablement - means a disability starting within 6 months of the date of the **accident** and which lasts at least 12 calendar months and entirely prevents **you** from attending to any business or occupation of any kind and at the end of that period being beyond the hope of **improvement**.

Rolling monthly policy means that **your** Insurance Factory policy runs on a month to month basis. It continues each month as long **you** keep paying **your** monthly premiums. This will be confirmed in **your** insurance schedule.

Unattended – means whilst the **bicycle** is not being used or held by **you** unless locked to an **immovable Object** using an **approved lock** or housed within a locked building, vehicle or premises.

We, us, our – Zenith Insurance Plc.

You, your – the person who owns the **bicycle** as stated on the application form.

WHAT WE WILL COVER

Accidental Damage

We will pay repair costs if **your bicycle** is damaged as the result of an **accident**.

Theft

If **your bicycle** is stolen **we** will replace it. Where only part or parts of **your bicycle** have been stolen, **we** will only replace that part or parts.

Breakdown

If **your bicycle** breaks down due to mechanical failure outside of the manufacturer's guarantee period **we** will repair it.

Personal Accident

We will pay the amount shown below if during the **period of cover** **you** are involved in **accident** while using **your bicycle** and within 6 months of such **accident** the bodily injuries **you** sustain, solely and independently of any other cause, result in **your** death, **loss of limb(s)**, **loss of sight** or **permanent total disablement**.

The amounts **we** will pay under this section are:

Loss of limb(s) £5,000

Loss of sight £5,000

Permanent total disablement £10,000

Death £10,000

Benefit under this section shall be payable to **you** or **your** nominees, and shall not exceed the amounts shown above.

We will only pay one of the benefits shown above.

Cover for **permanent total disablement** ends when **you** reach age 65.

Public Liability

You are covered up to the maximum amount of £1,000,000 for any amounts which **you** become legally liable for. **We** will pay for accidental **bodily injury**, death, disease or accidental damage to any person or accidental damage to third party property which arises from **your** use of or ownership of the **bicycle**. The total amount payable includes necessary defense costs and expenses incurred by **you** with **our** written consent in connection with any liability insured under this policy.

CLAIM LIMITS

Replacement

This policy offers a replacement **bicycle** as new. If the **bicycle** cannot be replaced with a new and identical **bicycle** to the one to that was insured, **we** will replace it with one of comparable specification or the equivalent value of the original **bicycle**.

Policy Excess

There is an excess fee payable by **you** for all claims. This will be 10% of the maximum cover limit for **your bicycle**, with a minimum charge of £25.

Depreciation for wear and tear

For **bicycles** which are more than two years old from the date of manufacture **we** will deduct 10% of the original purchase price for the **bicycle**, for each year or part year from the date of manufacture for wear and tear.

Minimum Premium Requirement

If **you** pay for **your** insurance monthly **you** are required to make a minimum premium commitment of twelve months, and if **you** make a claim within the first twelve months **you** will be required to pay the remainder of the twelve months worth of premium before **we** can process **your** claim.

WHAT WE WILL NOT COVER

Your bicycle is not covered for:

Theft:

- from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **bicycle** has been stored out of sight, the vehicle's windows and doors closed and locked, and all security systems have been activated;
- from any convertible or soft topped vehicle where the roof is not securely in place;
- if left on any motor vehicle roof, bonnet or boot unless **you** or someone acting on **your** behalf is inside the vehicle;
- from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit;

- by a person or persons to whom the **bicycle** has been entrusted unless that person or persons belong to **your immediate family**;
- if the **bicycle** has been left in a location away from **your insured location** for more than 12 hours at any one time.
- where the **bicycle** has been left **unattended** when it is away from the **insured location** unless it has been locked to an **immovable object** with an **approved lock**;
- where **reasonable precautions** have not been taken;

Damage caused by:

- **you** deliberately damaging or neglecting the **bicycle**;
- **you** not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
- the use of accessories.

Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
- repairs carried out by persons not authorized by **us**;
- wear and tear or gradual deterioration of performance.

Any kind of damage whatsoever unless the damaged **bicycle** is provided for repair.

Any expense incurred as a result of not being able to use the **bicycle**.

Damage to accessories of any kind unless fitted to **your bicycle** at the time of the incident.

Value Added Tax (VAT) where **you** are a business that is registered with HM Revenue and Customs for VAT and can claim the VAT back.

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

PERSONAL ACCIDENT – WHAT WE WILL NOT COVER

Any **accident** when **you** are under 16 or over 85.

Permanent total disablement when **you** are over 65.

Suicide or attempted suicide

Intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or **your own** criminal act;

Any **accident** directly or indirectly resulting from stress, trauma or psychiatric illness.

Any benefit when **your** death or disablement does not occur within 180 days of the **accident**

Any benefit when **you** cannot prove to **us** that the **Permanent total disablement** has continued for 12 months and in all probability will continue for the remainder of **your** life

Any **accident** not involving the use of **your bicycle**

Any **accident** whilst the **bicycle** is being used for racing or competition, hire, reward, courier services, or the carriage of paying passengers.

PUBLIC LIABILITY – WHAT WE WILL NOT COVER

You are not covered for

- any claim when **you** are under 16 or over 65.
- an excess of £250 for each and every claim arising from damage to third party property.
- an excess of £500 for each and every claim arising from third party injury.
- liability arising from loss or damage to property which belongs to **you** or is in **your** care custody or control.
- any claim where **you** are entitled to indemnity from another source.
- any claim when punitive, exemplary or aggravated damages are awarded against **you**.
- any liability for **bodily injury**, loss or damage:
 - to **your** employees or members of **your** family or household or to their property.
 - arising out of the ownership, possession, use or occupation of land or buildings.

3. arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons.
- h. any liability not involving the use of the **bicycle**.
- i. using the **bicycle** professionally or for any trade/business except commuting to and from work.

CONDITIONS AND LIMITATIONS

Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.

This insurance only covers **bicycles** bought and used in the UK, the Isle of Man, the Channel Islands and the Republic of Ireland. Cover is extended to include use of the **bicycle** anywhere in the world up to a maximum of 60 days in total, in any single 12 month period, subject to any repairs being carried out in the UK by repairers approved by **us**.

The **bicycle** must be less than 36 months old, in full working order and in **your** possession when the policy is started, and **you** must have a valid proof of purchase which must include the make and model of the **bicycle**, the price **you** paid, and the address of the supplier. Additionally, if **your bicycle** was purchased more than 30 days before the start date of this insurance, a photograph of **you** with **your bicycle** must be provided within 30 days of policy inception. Failure to provide this will invalidate **your** insurance and no benefits shall be due.

You must provide **us** with any receipts, documents or proof of purchase, that it is reasonable for **us** to request.

You cannot transfer the insurance to someone else or to any other **bicycle** without **our** written permission.

You must take all **reasonable precautions** to prevent any damage.

Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

If **your bicycle** was purchased more than 30 days before the start date of this insurance, cover excludes any event giving rise to a claim for the period of 30 days after **you** purchased this insurance.

If **you** change the **bicycle** that **you** have insured with **us** cover excludes any event giving rise to a claim for the period of 30 days after **you** notify **us** of the change of **your bicycle**.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

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

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

FRAUD

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

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

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

YOUR RESPONSIBILITY

You must take reasonable care to:

1. supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
2. to make sure that all information supplied as part of **your** application for cover is true and correct
3. tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

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

CLAIMS PROCEDURE

You must:

- notify Direct Group Ltd, the claims handler, on 0203 794 9304 Monday to Friday 9am to 6pm, or by Email: supercoverclaims@directgroup.co.uk, as soon as possible but in any event no later than 28 days after any incident likely to give rise to a claim under this insurance;
- report the theft of any **bicycle** to the Police within 24 hours of discovery and obtain a crime reference number in support of **your** claim;
- provide **us** with receipts for any **approved locks** used in support of any theft claim or if the receipt is not available **you** must provide the remains of the damaged **approved lock**;
- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the damage including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these Insurers;
- If **we** replace **your bicycle** the damaged or stolen **bicycle** becomes ours. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.

To help **us** improve **our** service **we** may record or monitor telephone calls.

YOUR RIGHT TO CHANGE YOUR MIND – COOLING OFF PERIOD

You may cancel the insurance, without giving reason, by sending written notice to Insurance Factory and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **You** will receive a full refund of all premium paid provided that no claim has been made and **you** do not intend to make a claim.

Cancellation after the cooling off period

If **you** pay **your** premium by monthly installments there will be no refund because **you** will have only paid for the cover **you** have already received.

If **you** pay the premium annually then provided no claim has been made **you** will receive a proportionate refund of the annual premium.

To cancel **your** policy please write to Insurance Factory Ltd, Connect centre, Kingston Crescent, Portsmouth, PO2 8QL, telephone 0203 794 9304, or email info@bicyinsurance.com.

COMPLAINTS

It is the intention to give **you** the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact Insurance Factory's Customer

services on:

Connect centre
Kingston Crescent
Portsmouth
PO2 8QL

Tel: 0203 794 9297
Email: info@bicyinsurance.com CLAIMS

For complaints about the handling of any claim, please contact:

Direct Group Ltd
Direct Group
PO Box 1291
Preston
PR2 0QJ

Tel: 0203 794 9300
Email: customer.relations@directgroup.co.uk

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

Insurance Factory Limited will make every effort to resolve **your** complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge your complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **you** a final response letter.

If they are unable to resolve **your** complaint in this time they will write to advise **you** of progress and will endeavour to resolve **your** complaint within the following four weeks.

If they are still unable to provide **you** with a final response at this stage, they will write to **you** explaining why and advise when **you** can expect a final response. At this point **you** may refer **your** complaint to The Financial Ombudsman Service at the following address:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Email: www.financial-ombudsman.org.uk

What you should know

You may go directly to the Financial Ombudsman Service when **you** first make **your** complaint, but the Ombudsman will only review **your** complaint at this stage with **our** consent. However, **we** are still required to follow the procedure stated above.

If **you** have received a final response but are dissatisfied, **you** have the right of referral to the Financial Ombudsman Service within six months of the date of **your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **we** have provided our consent.

Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action

COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

HOW WE USE YOUR INFORMATION

Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via www.gadget-cover.com or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom

How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

How we may share your information

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies.

They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at

Data Protection Officer
Insurance Factory Limited 45
Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB

BICYCLE UNINSURED LOSS RECOVERY & IDENTITY THEFT PROFESSIONAL FEES POLICY**IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY.
FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.**

All potential claims must initially be reported to Our appropriate Claims Helpline Service (shown below), which operates 24 hours a day, 365 days a year in respect of legal issues and the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays in respect Identity Theft issues.

Legal Claims Notification & Advice Helpline Service - 0344 800 0128

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

Identity Theft Helpline Service – 01384 397757

This Helpline service is only in respect of Identity Theft issues and cannot assist with any other insurance matter.

This is a policy where You must notify Us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.

If You can convince Us that there are sensible prospects of being successful in Your claim and that it is reasonable for Professional Fees to be paid We will:

- take over the claim on Your behalf.
- appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We will pay under the policy where:
 1. We consider it is unlikely a reasonable settlement of Your claim will be obtained;
 2. there is insufficient prospects of obtaining recovery of any sums claimed; or
 3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request).

At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.

Please note that if You should engage the services of a professional prior to making contact with this Helpline any costs that You incur are not covered by this insurance.

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the appropriate Claims Helpline Service.

| | |
|--|--|
| The Legal Claims Notification & Advice Helpline Service telephone number is 0344 800 0128. | Operates 24 hours a day 365 days a year. |
|--|--|

The ID Theft Helpline Claims Telephone number is 01384 397757.

This operates between the hours of 9.00am to 5.00pm Monday to Friday excluding Bank Holidays.

Outside of these hours You may call this number to receive important information about critical actions to be taken and also leave details of Your claim.

Alternatively you should visit our website:

www.legalim.co.uk/idtheft

You will be able to access important information on whom to contact immediately and also notify and if necessary register a claim.

Where the theft involves financial matters, you should immediately notify your bank or card issuer and inform them of your concerns. You should also notify the Police. If any identification documents have been lost or stolen, please notify the relevant authorities immediately. Details are available on the above website.

Please note that the Legal Claims Notification & Advice Helpline Service is not empowered to give advice on the admissibility of any claim under this policy.

If You wish to make a claim or You have a query relating to policy cover You should contact:

Claims Department
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

The Agent appointed by the Coverholder to transact this insurance with You.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

Credit Reference Agency

Equifax, Experian, and Call Credit.

Claim Limit(s)

The amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule.

Court

A Court, tribunal or other competent authority.

Event

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

Identity Theft

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.

Excess

The first amount of each and every claim as detailed on the Schedule or Insured Event.

Insured Person

Section 1: The Policyholder and any other person authorised by You to ride or to be a passenger in or on the Insured Bicycle.

Section 2: The Policyholder named within the Schedule.

Insured Bicycle

A bicycle that You own or for which You are legally responsible.

Insurer

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

Payment Card

Bank, charge, cheque, credit, debit, and cash dispenser cards.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

Professional Fees

Legal fees and costs properly incurred by the Authorised Professional, with Our prior written authority, including costs incurred by another party for which You are made liable by Court Order or may pay with Our consent in pursuit of a civil claim within the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

Prospects of Success

At least 51% chance of the Insured Person(s) achieving a favourable outcome

Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

We, Us, Our

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

COVER

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will pay Your claim in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Claim Limits subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

INSURED EVENT

SECTION 1

Section 1a - Personal Injury – Claims Limit £100,000

| What is Covered? | What is Excluded? |
|---|--|
| Pursuing a civil claim following a road accident involving the Insured Bicycle and resulting in the death of or bodily injury to an Insured Person. | Excluding: any injury or illness not caused by a sudden or specific accident; any claim arising from a stress or psychological related condition; any claims falling within the Small Claims Track limit. |

Section 1b –Uninsured Loss Recovery – Claims Limit £100,000

| What is Covered? | What is Excluded? |
|--|-------------------|
| A road accident involving the Insured Bicycle and resulting in uninsured losses being incurred by an Insured Person. | |

Section 1c - Consumer Dispute – Claims Limit £100,000

| What is Covered? | What is Excluded? |
|---|-------------------|
| 1. The pursuit or defence of any claim arising out of the sale, purchase or hire purchase of the Insured Bicycle. 2. The pursuit or defence of any claim relating to the testing, servicing or repair of the Insured Bicycle where the amount is in dispute. 3. The pursuit or defence of any claim relating to the testing, servicing or repair of the Insured Bicycle excluding claims less than £100 or in excess of £5,000. | |

SECTION 2

Section 2 - Identity Theft – Limit of Indemnity £25,000

| What is Covered? | What is Excluded? |
|---|--|
| Following an Event of Identify Theft: 1. reasonable Legal Expenses and ancillary costs incurred: a) to defend a claim from a financial institution, merchants or their collection agencies; b) for the removal of any criminal or civil judgments wrongly entered against the Insured Person; c) challenging the accuracy or completeness of any information in a Credit Reference Agency report; and d) to create documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully; 2. postal and phone costs the Insured Person has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft. 3. fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information. 4. the Insured Person's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies to report or discuss an actual Identity Theft. The events above must be as a result of an actual Identity Theft. | Excluding: 1. Any Identity Theft connected with your business, profession, or occupation. 2. Any legal action where the Insured Person does not have a reasonable prospect of success. 3. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person. 4. Any Indirect Losses other than as identified above. |

Identity Theft Claims Conditions

Please read the following carefully to comply with the conditions of this section.

If an Insured Person discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the Insured Person must:

1. contact the identity theft helpline on 01384 397757.
2. make sure that they have their address history for the last 6 years.
3. file a police report within 12 hours of discovering the Identity Theft.
4. let their bank(s) Payment Card company(ies) and all other accounts know of the Identity Theft within 12 hours of discovering the Identity Theft.
5. fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable,
6. send Us proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary.
7. immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered.
8. take all reasonable action to prevent further damage to their identity.

Identity Theft Claims Process

The Insured Person must contact the Identify Theft helpline on 01384 397757 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead us to decline the claim.

We will give the Insured Person a dedicated case manager who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the Insured Person access by phone to repair their credit file or files following an Identity Theft.

We will personalise documents on the Insured Person's behalf and post these to them for signing and sending on to the agencies.

This service is available Monday to Friday from 9am to 5pm excluding bank holidays.

GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. Professional Fees incurred:-
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
 - b) where the Insured Person should have realised when purchasing this insurance that a claim under this insurance might occur;
 - c) before Our written acceptance of a claim;
 - d) before Our approval or beyond those for which We have given Our approval;
 - e) where You fail to give proper instructions in due time to Us or to the Authorised Professional;
 - f) where You are responsible for anything which in Our opinion prejudices Your case;
 - g) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You;
 - h) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility;
 - i) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice;
2. the pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable Prospects of Success;
5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;
7. claims arising from an Event arising from Your deliberate act, omission or misrepresentation;
8. Any dispute relating to written or verbal remarks which damage Your reputation.
9. Any Professional Fees relating to Your alleged dishonesty, criminal act, or violent behaviour or where there is an allegation that the Insured Person was in control of the Insured Bicycle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
10. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
11. Legal Proceedings outside the Territorial Limits and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
12. a dispute which relates to any compensation or amount payable under a contract of insurance;
13. a dispute with Us not dealt with under the Arbitration condition;
14. an application for judicial review;
15. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
16. any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies;
17. any claim where Your bicycle insurer is entitled to repudiate Your motor policy or refuses settlement of Your claim;
18. claims arising out of the use of an Insured Bicycle by an Insured Person for racing, rallies, trials or competitions of any kind;
19. travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an Insured Person's claim;
20. any claim arising from a contractual relationship;
21. the costs of a hire bicycle that We have not, in advance, agreed to pay for in writing.
22. Claims made by an Insured Person against any authorised passenger on the Insured Bicycle.
23. Claims for passengers where there is a conflict of interest between You or the authorised rider and any other passenger(s).
24. Disputes between an Insured Person and their family or a matrimonial or co-habitation dispute except insofar any claim relates to a dispute with an Insured Person's professional advisors.
25. Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies.
26. Legal Proceedings between an Insured Person and a central or local government authority.
27. any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b) by computer viruses.

This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.
28. any claim or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
29. any loss or damage caused by any sort of war, invasion or revolution
30. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
31. 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.

POLICY CONDITIONS

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

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

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

Claims

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will not enter into dialogue or correspond with anyone other than You (or with Your agreement, an Insured Person) or Your or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if You can satisfy Us that there are reasonable Prospects of Success in pursuing or defending Your claim and that it is necessary for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your Prospects of Success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:-

1. If We consider it is unlikely a sensible settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any Court, witness, expert or agent or other person without Our agreement.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Arbitration

Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view our full privacy notice by visiting

<https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If You're unable to access the link or have any questions or comments about Our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email us at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer Your insurance policy and meet Our contractual requirements under the policy.

It is important to LIM that You are clear on what information We collect and why We collect it. You can withdraw Your consent at any point by notifying LIM, however if You have an on-going claim this may affect continued cover under Your policy. Should Your data need updating, this can also be done at any point by contacting LIM.

To view Our full privacy notice, You can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing Us at dataprotection@legalim.co.uk. Alternatively, You can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

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

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Claims Helpline

The Legal Helpline Service provides advice on any problem affecting the Policyholder.

All potential claims must be reported initially to the appropriate Claims Helpline Service for advice and support.

Legal Claims Notification & Advice Helpline Service: - 0344 800 0128

Identity Theft Claims Notification Service: - 01384 397757

Website:- www.legalim.co.uk/idtheft

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to: -

The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Tel: 01384 377 000
Email: claims@legalim.co.uk

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This may also apply if You are insured in a business capacity. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0300 123 9123 or 0800 023 4567
www.financial-ombudsman.org.uk

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local Authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if We cannot meet Our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.