

Cycling Legal Solutions

Please read this policy carefully to familiarise yourself with the terms and conditions, as well as the

- legal and tax helpline and
- claim reporting procedures.

If you are unsure about anything in this document please contact whoever you purchased your policy from.

Make a claim

If you are involved in an accident that is not your fault you can report a claim by calling **0844 888 7370**. Lines are open 24 hours a day, 365 days a year.

Telephone Helplines **0844 581 0400**

Legal advice is available 24/7, 365 days a year, on personal legal matters within EU law.

UK tax advice on personal tax matters available 9am to 5pm weekdays.

All calls are charged at the national rate.

Main Benefits of Cycling Legal Solutions

This policy pays your legal costs to claim back losses from someone who has caused an accident that results in damage to your pedal cycle or injury to **you**. This policy will not pay compensation. We, or a legal expert appointed by us, will seek to:

- obtain compensation from the person responsible if you or your passengers have been injured
- claim back other losses such as storage charges, loss of earnings or damage to personal effects

Who is ARAG?

ARAG plc is a legal expenses and assistance insurance provider, operating nationwide from our headquarters in Bristol. ARAG plc is part of ARAG SE recognised as a global leader, generating a premium income of over €1.5 billion per annum.

We are experts in advancing the concept of legal insurance. We understand the many and varied legal systems that exist and we offer innovative products and services.

Our mission from the very beginning has always been to enable every citizen to be able to assert their legal rights. Our pioneering spirit has made us successful in an international market environment.

Our ethos is to work in partnership with our clients, listening to your expectations. With ARAG, there is no need to put life on hold.

Legal and tax advice

If you have a legal or tax problem we strongly recommend that you take advantage of our confidential legal and tax advice helpline which is provided as part of this policy. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. Your query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

You can get advice by telephoning 0844 581 0400. Use of this service does not constitute reporting of a claim.

Claims procedure

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. lines are open 24 hours, 365 days per year for claims reporting; please telephone 0844 477 1628
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.

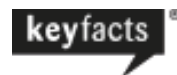
About us and your insurer

ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

This is a summary of cover. For the full terms and conditions of the policy, please read the policy wording which starts from page 3 onwards.



Significant Features & Benefits	Significant Exclusions or Limitations	Where Found
The insurer will pay the insured's legal costs & expenses up to £100,000 including the cost of appeals for claims reported during the period of insurance.	<ul style="list-style-type: none"> • The claim is always more likely than not to be successful, and is reported to us as soon as possible after the accident. • The insured always agrees to use the appointed advisor chosen by us, before the issue of proceedings or in any claim through the small claims court unless there is a conflict of interest. 	2. HOW THIS POLICY HELPS d) e)
This policy will help the insured if an event: <ul style="list-style-type: none"> • damages the insured pedal cycle and/or personal property in or on it, and/or • injures or kills the insured whilst in or on an insured pedal cycle 	<ul style="list-style-type: none"> • Another party must be at fault. 	1. WHEN THIS POLICY HELPS
Legal & Tax Advice Access by phone to legal and tax experts 24 hours a day for EU wide legal advice and UK tax law.	<ul style="list-style-type: none"> • We will not put any advice in writing. • Legal and tax advice are restricted to personal matters. • Advice on UK tax law is available from Monday to Friday between 9am and 5pm. • Services are subject to fair and reasonable use. 	Legal and tax advice
	Territorial Limit The United Kingdom, Channel Islands, the Isle of Man, Norway, Switzerland and the European Union.	MEANING OF WORDS & TERMS Territorial Limit
	Period of Insurance Unless otherwise agreed the period of insurance shall be for twelve months.	MEANING OF WORDS & TERMS Period of Insurance

Cycling Legal Solutions

This policy is a contract between **you** and the **insurer**. The policy and **your**, schedule(s) shall be read together as one document.

1. WHEN THIS POLICY HELPS

This policy will help the **insured** if an event which is another party's fault:

- damages the **insured pedal cycle** and/or personal property in or on it, and/or
- injures or kills the **insured** whilst in or on an **insured pedal cycle**

2. HOW THIS POLICY HELPS

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:

- a) **you** have paid the insurance premium
- b) the **insured** keeps to the terms of this policy and cooperates fully with **us**
- c) the accident happens in the **territorial limit**
- d) the claim
 - always has **reasonable prospects of success**
 - is reported to **us**
 - during the **period of insurance**
 - as soon as possible after the accident
- e) 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
- f) the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the **territorial limit**
- g) the **insured** enters into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

3. WHEN THIS POLICY DOES NOT HELP

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

1. **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 the policy
5. fines, penalties or compensation awarded against the **insured**
6. a group litigation order

7.	a)	ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
	b)	radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
	c)	war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
	d)	pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
	e)	any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the insurer alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the insured .

POLICY CONDITIONS

Where the **insurer's** risk is affected by the **insured's** failure to keep to any policy condition, the **insurer** may cancel **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. Freedom to choose an 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. 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** can 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** may 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 policy, the **insured** can make a complaint to **us** as described on the back page of this 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. Fraudulent claims

If the **insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.

8. Cancellation

- a) **You** may cancel the policy within 14 days of the date of the purchase of this policy with a full refund of the premium paid provided an **insured** has not made a claim which has been accepted.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **insurer** will refund part of the premium for the remaining period unless the **insured** has notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days' written notice to **you**. 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 policy fails to co-operate with or provide information to **us** or the **appointed representative** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests,
 - ii. where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers,
 - iii. where **we** reasonably suspect fraud.

9. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

10. Data Protection Act

It is agreed by the **insured** that any information provided to **us** and/or the **insurer** regarding the **insured** will be processed by **us** and/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For our mutual protection and our training purposes, calls may be recorded.

11. Contracts (Rights of Third Parties) Act 1999

A person who is not an **insured** under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

MEANING OF WORDS & TERMS

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**.

Insured

You, your spouse and all children in your household up to and including the age of 21

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

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.

Period of Insurance

The period as shown in **your** schedule to which this policy attaches.

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.

Territorial Limit

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

We/Us/Our

ARAG plc who is 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 insurance schedule to which this policy attaches.

COMPLAINTS

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint. Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:

- ☎ 0117 917 1561 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).
- @ customerrelations@arag.co.uk
- ✉ ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's. They can be reached in the following ways:

- ☎ 0207 327 5693, Fax: 0207 327 5225
- @ complaints@lloyds.com
- ✉ Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA

Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

- ☎ 0845 080 1800
- @ enquiries@financial-ombudsman.org.uk
- ✉ Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

ARAG plc registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0845 606 1234.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

CLAIMSLINE: 0844 888 7370

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