eavi VVelcome

To your Bicycle insurance policy wording









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Thanks for insuring your bike with us

This document is a legally binding contract of insurance between **you** and **us. We** provide complete pre-contractual and contractual information about the product in the **schedule** and the statement of facts. **We** agree to insure **you** under the terms, conditions, and exceptions in this policy wording and **schedule**. **You** are insured for any liability, loss or damage occurring during the **period of insurance** for which **you** have paid or agreed to pay a premium. English law governs this.

How to get in touch with us:

We are open Monday to Friday: 9:00pm-5:00pm

SUPPORT QUERIES 0800 840 7136 enquiries@eavi.uk

CLAIMS QUERIES 0800 954 0776 claims@eavi.uk

How to claim:

- You should read the claims section of this policy wording before submitting your claim.
- All claims must be submitted via your account on our website.
- Our in-house team of cycling insurance experts will take it from there.
- Remember that it is a condition of your policy to provide all information and assistance we may require during our investigations.
- Failure to do so may result in unnecessary delays and expenses being incurred or your claim not being paid.

Cancellation

You may cancel at any time using **our** online customer portal or by contacting **our** customer support team. **We** will cancel without an administration charge, and **we** will refund the part of **your** premium, which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

We may cancel the insurance by sending **you** seven days' notice to **your** last known email address. **We** will refund the part of **your** premium, which applies to the remaining **period of insurance** (as long as **you** have not made a claim).



Complaints procedure

We intend 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:

1. SALE OF THE POLICY – eavi, Prospero, 73 London Rd, Redhill RH1 1LQ | Tel: 0800 840 7136 | Email: enquiries@eavi.uk

2.CLAIMS – eavi, Prospero, 73 London Rd, Redhill RH1 1LQ | Tel: 0800 954 0776 | Email: claims@eavi.uk

3.LEGAL EXPENSES (SECTION 8) - Customer Relations Department, ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW | Tel: 0117 917 1561 | Email:

<u>customerrelations@arag.co.uk</u> (hours of operation are 9 am - 5 pm, Monday to Friday excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).

If it is not possible to reach an agreement, **you** have the right to appeal to the Financial Ombudsman Service. **Your** right to appeal also applies if **you** are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff.

You may contact the Financial Ombudsman Service at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR | Tel: 0300 123 9 123 | Email: complaint.info@financial-ombudsman.org.uk.

The above complaints procedure is in addition to **your** statutory rights as a consumer. Contact **your** local authority Trading Standards Service or Citizens Advice Bureau for further information about **your** statutory rights.



Definitions

These terms are important; please make sure **you** read them. If **you** have any difficulty understanding them, don't hesitate to contact **our** support team.

Accident / Accidental

A sudden or unexpected crash, fall or impact whilst using or transporting **your pedal cycle** which causes damage to **you** and/or **your pedal cycle** during the **period of insurance**.

Accessories

Pedal cycle related equipment owned by **you** and used in conjunction with the **pedal cycle**, which are not essential to its operation, including but not limited to: saddle bags, cycle computers, bottle cages, bottles, clip-on tri-bars.

! You must add this benefit to your policy; it is not covered automatically.

The following are not accessories:

- x power meters
- **X** additional wheelsets
- y upgraded parts (e.g. saddles/wheels/pedals), or components that should be included as part of the pedal cycle value
- phones or watches, unless used to record ride GPS data at the time of the accident

Approved Lock

The solicitor or other advisor appointed by ARAG to act on behalf of you. .

A lock specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of **pedal cycle** locks which, at the time of purchase, is appropriate to the **value** of **your pedal cycle**.

- Pedal cycle(s) up to the value of £1,500 require a Sold Secure Silver lock;
- Pedal cycle(s) exceeding a value of £1,500 require a Sold Secure Gold or Diamond lock.
- X Accessory cables supplied with D-locks are <u>not</u> approved locks, and must not be used to secure your pedal cycle to an immovable object.



Bike Box

Luggage explicitly developed for the carriage of a **pedal** cycle or **pedal cycle** wheels, either owned or in **your** custody, care or control for the carriage of **your** own **pedal cycle** or **pedal** cycle wheels.

- **We** do not accept cardboard boxes. **Your bike box** must be made of plastic, carbon fibre or metal.
- **You** must add cover abroad to **your** policy; to obtain this benefit, it is not covered automatically.

Death or identifiable physical injury resulting solely and independently from an **accident**.

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay his or her professional fees on the basis of 100% "no-win no-fee".

Any computer hardware, software, communication system or electronic device (including smartphones, laptops, tablets and wearable devices), server, cloud, microcontroller or similar system (including any associated input, output or data storage device, networking equipment or backup facility).

A legally enforceable agreement entered into between **you** and an **appointed advisor** for paying their professional fees based on 100% "no-win-no-fee".

Cycling to collect or deliver items of any kind in a professional context, including to and from **your** courier shift.

- Any unauthorised, malicious or illegal act (or the threat of such an act), involving access to or the processing, use or operation of any computer system;
- Any error or omission involving access to or the processing, use, or operation of any computer system;
- Any partial or total unavailability or failure to access, process, use or operate any computer system; or
- Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount relating to the value of such data.

A lock that can only be moved to a locked position by rotating a key.

! A spring-loaded latch is not a **deadbolt**. If **you're** in any doubt, please contact **our** support team.

The date that the theft, **accident** or **bodily injury** occurred that led to **you** submitting a claim.

Bodily injury

Collective Conditional Fee Agreement

Computer System

Conditional Fee Agreement

Courier Cycling

Cyber Risk

Deadbolt

Date of Loss



E-bike battery

Removable batteries fitted by the **pedal cycle** manufacturer used exclusively to provide power to **your** electric **pedal cycle(s)** listed on the **schedule**, including any components used to attach a battery to a rear mount or frame.

- **x** e-bike batteries not fitted by the manufacturer are excluded
- ! **e-bike batteries** must be locked to the frame using the integrated lock
- ! **e-bike battery cover** is not covered automatically
- ! we strongly recommend taking your e-bike battery with you where possible

Extreme Force

The use of power tools or heavy machinery to break or cut a lock or **immovable** object.

Using simple tools such as a screwdriver, spanner or knife, bypassing security measures would not constitute extreme force.

Any parents, spouse, partner, son, daughter or siblings, who permanently live with **you**.

The primary residence occupied by **you**, at the address shown in **your schedule**.

Any specialist triathlon or cycling articles of clothing including wetsuits, eyewear, footwear or headgear.

- **You** must add this benefit to **your** policy, it is not covered automatically.
- a) an object which cannot be undone or removed unless using **extreme force**
- b) an object from which the **pedal cycle** cannot be lifted, either over or under, without having broken the **approved lock**
- a securely fixed motor vehicle **pedal cycle** rack, locked to a vehicle, which cannot be undone or removed unless using **extreme force**
- a pedal cycle rack supplied expressly to secure pedal cycles, which cannot be undone or removed unless using extreme force including those found at rail stations, city centres and places of work

The locations defined below are the only acceptable locations where **you** can keep the **pedal cycle** for more than 18 hours at a time:

- a) within your home or temporary holiday accommodation
- b) a locked domestic garage, locked outbuilding or locked shed within **your home's** boundaries or a temporary holiday accommodation accessed only by **you**, **your family**, or persons residing with **you**

The following are not approved locations:

- **X** garage en bloc away from **your home**
- x sheds or storage units in **your** front garden, or those easily accessed from the street

Home

Family

Helmets and Clothing

Immovable

Insured Location



Insured Location (cont.)

- x in the open in your garden
- x shed or outbuildings with any exposed screws which can be removed to gain access
- a self-contained, lockable room accessed only by you within a hall of residence, boarding school, office or house of multiple occupancy (HMO).
- d)
- a privately-accessed **pedal cycle** storage unit within the immediate boundaries of **your home**, hall of residence
- boarding school or house of multiple occupancy (HMO)
- a hallway in a block of flats with lockable access restricted to residents
- a balcony with lockable entry accessed only by you on the second floor or above

The following are not approved locations:

- x storage units where **your pedal cycle** is visible from the outside
- x storage units on a public road or pavement
- x any balcony on the ground or first floor
- x any balcony that is easily accessible to anyone other than you
- ! If **you're** in any doubt, **you** should contact **our** support team who will be happy to help.
- ! each **insured location** also has different security criteria found on page 22-23

Insured Person The person named in the **schedule** as the insured.

Legal Costs & Expenses

- a) 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;
- b) other side's costs and disbursements where **you** have been ordered to pay them or pay them with **our** agreement.

Malicious Damage

Intentional damage caused by a third party.



Pedal Cycle(s)

Any bicycle, tricycle, tandem or trailer cycle (powered by human pedalling and/or an electric battery with an output not exceeding 250w and 15.5 mph) as disclosed on the **schedule**, including all components fitted by the manufacturer, equipment upgrades, or cycle related equipment that form part of the **pedal cycle** and are essential to its operation and which are owned by **you** or for which **you** are legally responsible.

! ONLY **pedal cycles** listed on the **schedule** are covered

Electric pedal cycles must comply with the following:-

- X All electric **pedal cycles** listed on the **schedule** are permanently limited to 250watts,15.5mph and these limits cannot be removed
- X Electric motors can only be engaged and maintained by pedalling
- X No electric **pedal cycle** has a throttle
- No pedal cycle listed is a moped-style with a step-through footplate
- X No electric **pedal cycle** listed is an electric scooter
- X All pedal cycles are originally designed and manufactured as an electric pedal cycle and NOT fitted with a motor after purchase

Period of Insurance

The period for which this policy is in force as shown on the **schedule**.

Pre-existing condition:

- a) any respiratory condition (relating to the lungs or breathing), a heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you have ever received treatment (including surgery, tests or investigations by a doctor or a consultant/ specialist or prescribed medication);
- any psychiatric or psychological condition (including anxiety, stress and depression) for which you have suffered which you have received medical advice or treatment or been prescribed medication for in the last five years;
- any medical condition for which you have received surgery, inpatient treatment or investigations in a hospital or clinic within the previous 12 months or for which you are prescribed medication;
- d) any disease, illness or injury **you** are aware of but for which **you** have not had a diagnosis.

Reasonable Prospects of Success

A greater than 50% chance of **you** successfully pursuing the claim and of enforcing any judgment that might be obtained.



Schedule

Sum Insured

Terrorism

Unattended

United Kingdom, UK

Value

The document showing the details of the **insured person**, the cover provided and any additional terms and conditions specified.

The amount set out on the **schedule**.

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

Whilst the pedal cycle is not being ridden or held by you or an adult who is entrusted with its safekeeping, for any period of time.

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

This may be defined by using one of the following circumstances. All **values** should be in GBP, inclusive of VAT:

- a) new or second hand pedal cycles should be insured at the price you paid, including the sum of any parts or upgrades which you purchased and which form part of your pedal cycle;
- b) new or second hand pedal cycle accessories, bike boxes,
 helmets and clothing should be insured for the price you paid (only covered if option selected);

The following are not pedal cycle accessories:

- x power meters
- **X** upgraded parts (e.g. saddles/wheels/pedals), or components that should be included as part of the **pedal cycle value**
- **X** additional wheelsets
- phones or watches, unless used to record ride GPS data at the time of the accident
- x e-bike batteries
- c) for vintage or antique pedal cycles and accessories, which are of particular worth due to their age, style or collectability, the sum shown in any valuation you provide to us, provided that such valuation is less than three years old and has been provided by a vintage cycle retailer or other suitably qualified valuation expert. If you are unable to provide photos documenting the condition of the pedal cycle at the time of the valuation, you must accept our valuation;

Value (cont.)

- d) for <u>heavily discounted bikes</u>, the undiscounted replacement cost at the purchase date for a **pedal cycle** which, when purchased from new, benefited from a significant and one-off discount. This discount must be visible on purchase receipt from a recognised retailer. If **you've** added parts to this since, **you** should add them at the price paid;
- e) for <u>custom builds</u> the price **you** paid for the sum of all the parts, including reasonable labour costs;
- f) for <u>ex-demo</u>, <u>ex-display or ex-team <u>pedal cycles</u></u>, <u>you</u> should insure it for the price <u>you</u> paid, including any parts or upgrades <u>you've</u> added:
- g) for <u>prize or gifted new pedal cycles</u>, new accessories, helmets and clothing, RRP at the time of receipt, keeping evidence of the RRP and evidence of gifting. Any parts or upgrades should be added on top;
- h) for gifted second hand or used pedal cycles, you must agree on a value with us in advance of the inception of your policy; otherwise, we reserve the right to apply our view of value based on the pedal cycle's condition and current market value.

We/Us/Our

The insurers named in the schedule of insurance.

- For sections 1-4 and 6-7, this refers to eavi on behalf of AWP P&C SA (whose insurance is administered by AWP Assistance UK Ltd trading as Allianz Assistance).
- Section 5 refers to Sportscover Europe Limited Underwritten by Allianz Global Corporate & Specialty (AGCS SE).
- Section 8 refers to ARAG plc on behalf of ARAG Legal Expenses Insurance Company Limited.

You/Your

The **insured person** named on the **schedule** or a member of **your family** who is a resident of the **United Kingdom**.



What you're covered for

This is just a summary – **you** need to read this whole document for the specific covers and terms. We include Theft, **Accidental Damage** and Legal Expenses as standard. All other covers are optional; please refer to **your schedule** to determine the **sums insured**.

Excesses apply per section, maximum £100 per claim if claiming under multiple sections

PERIL	LIMIT	INCLUDED	EXCESS	
Theft	Up to the sum insured	Yes	£100	
If you own a Diamond rated Sold Secure lock, we will waive your excess whilst away from an insured location . You must prove the lock was used at the time of the theft (e.g. a time stamped photo of the lock when you left your pedal cycle , or the remains of the cut lock)				
Accidental/Malicious Damage	Up to the sum insured	Yes	£100	
Legal Expenses	Up to £100,000 ! UK only	Yes	None	
PERIL	LIMIT	INCLUDED	EXCESS	
Public Liability	Up to £2m (! Excludes USA or Canada)	Optional	None	
Helmet & Clothing	Up to £250, £500 or £1,000	Optional	£50	
Accessories	Up to £500	Optional	£50	
E-bike battery	Up to £2,000	Optional	£50	
Cover Abroad	Europe or Worldwide Cover	Optional	n/a	
Bike Boxes	Up to £1,000, when selecting Cover Abroad	Optional	£100	
Cycle Hire	Up to £750	Optional	£50	
Taxi Reimbursement	Max 2 claims a year, up to £150	Optional	None	
Personal Accide	Optional	None		

Limit	Death	Total Disablement	Loss of sight	Loss of limbs	Physio Cover	Broken Bones	Hospital Benefit	Emergency Dental
Level 1	£10,000	£10,000	£10,000	£10,000	£150	£75	£0	£100
Level 2	£25,000	£25,000	£25,000	£25,000	£300	£150	£30	£175
Level 3	£50,000	£50,000	£50,000	£50,000	£500	£250	£30	£250

TYPES OF RIDING	INCLUDED	LOCATION OPTIONS	DURATION OUTSIDE UK
Leisure	Yes	UK , Europe, Worldwide	up to 90 days if selected
Commuting	Yes	UK , Europe, Worldwide	up to 90 days if selected
Non-competitive Events	Not Available	Not Available	Not Available
Racing	Not Available	Not Available	Not Available
Family Cover	Yes	UK , Europe, Worldwide	up to 90 days if selected
Courier Cycling	Not Available	Not Available	Not Available



Security Guide

Locks and security are a crucial aspect of any pedal cycle insurance policy. To make it as easy as possible to understand our security criteria, we've included this handy guide and illustrations. You must still refer to the relevant theft sections for the full terms and conditions.

Pedal cycle locks

Whenever you need to use a pedal cycle lock, it must be rated by Sold Secure. If you're not sure what grade your lock is, Sold Secure's website will tell you. The packaging on the lock typically displays the level too.







Remember

- For **pedal cycles** over £1,500, **you** must use a Sold Secure Gold, or Diamond rated lock.
- For pedal cycles £1,500 or under, you can use a Sold Secure Silver lock.
- We cannot accept any pedal cycle lock that isn't rated by Sold Secure, even if a shop or website says the lock is 'super strong' or 'heavy duty'.
- Accessory cables supplied with D-locks are not approved locks.
- Flexi-cable or combination locks are not approved locks.
- You need to demonstrate ownership of the lock, a receipt or a time stamped photo is the best way



✓ Getting it right



Secure the approved lock through the frame and both wheels to an immovable object



Two approved locks through each wheel and frame to an immovable object



X Getting it wrong



The D-Lock attached to the **immovable** object, with only the accessory cable securing the **pedal cycle**.



The D-lock is only securing the wheel. The frame must be secured to an immovable object.

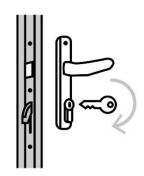


Home, sheds, outbuildings and garages

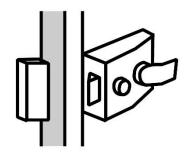
When we refer to deadbolts for your house, flat, shed, garage or outbuilding, this must be a lock that can only be locked by turning a key. We cannot accept sprung or night latches to secure any external doors.







✓ Approved Deadbolt



X Unapproved Latch Lock

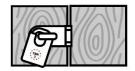
Sometimes sheds or outbuildings don't have deadbolts, and that's fine. If you use a padlock to secure the doors, this must be a closed shackled padlock, with a CEN 3 rating or higher. There must not be any screws on the structure or door that can be removed to gain access.







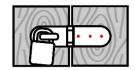
Security Hinges (no exposed screws)



Hasp and Staple (no exposed screws)



Unsecured Hinge (exposed screws)



X Unsecured Latch (exposed screws)



Door Defender



No external override

Garage Doors

We get lots of questions about electric or 'up and over' garage doors. They're very convenient but also very straightforward to gain access to by forced

We've tried to standardise and simplify our approach to these types of doors.

Any electric or 'up and over' garage door must be approved by 'Secured by Design', the official police security initiative. There cannot be an external override capable of opening the door or shutters either.



If your garage door doesn't meet this criteria, you must either use a door defender (above) or secure the **pedal cycles** to an **immovable** object through the frame with an approved lock. Any external security must also be in operation.

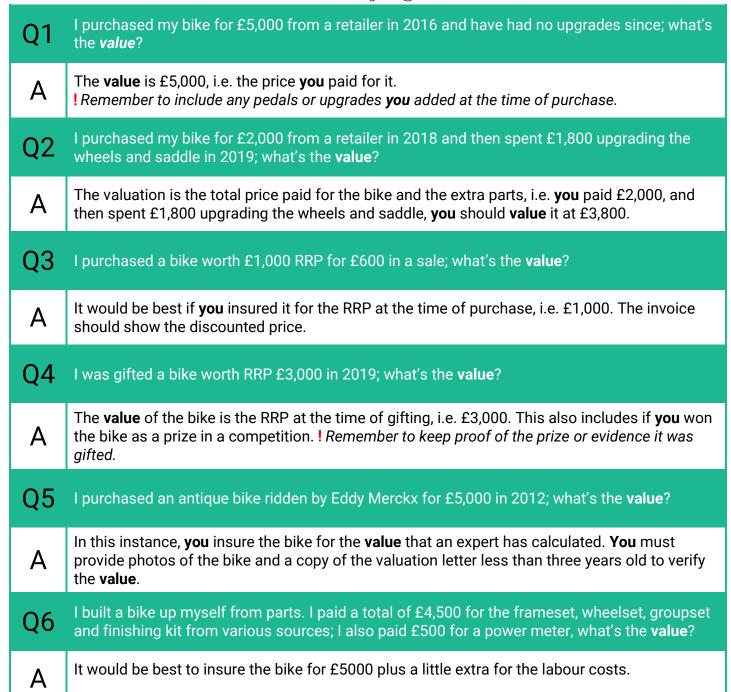


How should I value my bike?

Other insurers may have differing views on how to **value your** items. **You** may have even had a different cycling insurance policy in the past.

We have a consistent valuation method. **Our** examples below might help **you** if **you're** unsure after reading the definitions. Please follow **our** approach so **we** can settle **your** claims fairly.

A few valuation scenarios when buying a bike from new





A few valuation scenarios when buying a USED bike

Q1	I purchased a bike from a friend for £750; what's the <i>value</i> ?
Α	If you bought a bike from your friend for £750, you should insure it for £750. ! Remember to keep a copy of the receipt or transfer of ownership
Q2	I bought a bike for £500 on the internet, and then purchased a brand new wheelset for £1,000; what's the value ?
Α	You should insure it for £1,500
Q3	My Aunt gifted me a second-hand bike; what's the value ?
Α	If your Aunt has the receipt, e.g., she paid £450 on eBay, you should insure it for £450. ! If you don't know the price she paid, you should speak to our support team in advance to agree on a value .
Q4	My brother gifted me a second-hand bike, and I've since spent £700 upgrading the groupset; what's the value ?
Α	If you know the price paid for the bike, add that to the new parts' price. ! If you're in doubt, confirm the value with our support team.
Q5	I paid £2,500 for an ex-demo / ex-display bike, but it's worth £5,000 RRP; what's the value ?
Α	If you paid £2,500 for an ex-display bike, you should insure it for £2,500., this also includes buying bikes sold off by race teams at the end of a season.



Claims

Making claims is the main reason you buy insurance; please make sure you read this section carefully

How to claim

Visit our website to submit a claim online, our expert claims team will take it from there.

How we choose to settle claims

For any pedal cycle, accessories, helmet or clothing that is lost or suffers accidental or malicious damage we will choose whether to:

- replace or repair the item or part
- pay the cost of replacing or repairing the item or part, up to the amount it would have cost us to replace or repair using our suppliers, or as a last resort
- make a cash payment

It's up to us

- **We** won't pay more than the amount it would have cost **us** to replace or repair via **our** suppliers.
- We do not have to use any pedal cycle dealer or distributor nominated or selected by you. However, if your preferred pedal cycle dealer or distributor will match the prices available to us and work with us directly, we will consider your request.
- You must accept that we may appoint a specialist, including carbon restoration experts, to investigate, repair and restore any **pedal cycle** claim on **our** behalf.
- You must retain any damaged pedal cycles for inspection unless we have advised otherwise.
- You must accept that in the event of repair, we are not liable for the loss of warranty.
- **We** reserve the right to decline any costs incurred by **you** before **our** team approves of **your** claim.
- If appropriate parts or replacement items are not available, we will pay the item's full cost, provided the **sum insured** is adequate.
- In the event of a partial or total loss, we will request the original parts from you prior to settlement of replacement parts, accessories or pedal cycles.
- We reserve the right to request you make use of a manufacturer crash replacement guarantee if available to you, including manufacturer supplied refurbished units

What we'll pay

Total Loss

- Pedal cycles are limited to the sum insured shown on your schedule or the pedal cycle's value, whichever is less.
- Accessories are limited to the price you paid, capped at the sum insured shown on your schedule.

Partial loss

— The most we will pay is limited to the value of the damaged item(s) claimed for, rather than up to the full **pedal cycle** replacement cost as new.



Physio & dental

— We will pay for a maximum of 10 sessions within 90 days of the date you first became aware of the accident that caused your injury, capped at the limit shown in your schedule. We will reimburse for all costs after the 90 day period has ended, or the course of treatment has ended, whichever is sooner.

Underinsurance

If the **sum insured** isn't enough to cover the **pedal cycle value**, **we** will reduce any payment in line with the reduction in insured **value**.

Below is an example of how we would calculate a pay-out for an underinsured bicycle. (**sum insured**/actual **value**) x loss = claim sum paid

Example

Price Paid - £2,000 Insured for - £1,500 Bike is stolen (£1,500 / £2,000) x £1,500 = £1,125

Your excess

You will have to pay any excesses shown in your schedule. If we have asked one of our suppliers to deal with all or part of your claim, we may ask them to collect the excess from you.

Excesses apply to each section, the most **you** will pay for any one claim, if claiming under multiple sections is £100.

Wheelsets and groupsets

If one wheel or part of a groupset is damaged (e.g. one shifter), and **we** can't repair or replace it with the same product of similar quality, specification and colour, **we** will at **our** discretion:

- replace the pair of items with an equivalent; or
- pay the cost of replacing the pair of items to the amount it would have cost us to replace the item using our own suppliers.

If no equivalent pair of items or set is available, **we** will pay the RRP at the time of purchase if purchased as new, or the current market **value** for the used part(s) if purchased second hand, providing the **sum insured** is adequate.

If we ask you to, you will have to give up the undamaged parts of the pair or set to us where the full replacement cost has been paid.



Cycling exclusions

The list of exclusions below may seem long, but **we** think they are straightforward. **We** like to be upfront to avoid any surprises later on. If **you** are in any doubt, please get in touch with **our** friendly support team.

We won't pay if:

Proof of ownership

- **you** cannot provide the receipts (purchase date, price paid, item details, info of seller) for **your**:
 - pedal cycle, accessories, helmet & clothing, bike box approved lock
 - padlocks
 - emergency pedal cycle hire
 - emergency taxi ride
 - physio or dental costs

Notification

- **you** submit **your** claim more than 28 days after the incident that caused **you** to claim
- **you** did not report the theft to the police within 24 hours of discovering **your pedal cycle** stolen
- **you** have not reported damage or theft to an airline within 24 hours of noticing the incident

Usage, damage & injury

- X Any claim whilst the **pedal cycle** is being used for non-competitive events or racing.
- x the **pedal cycle** is being used by anyone other than **you** and **your family**
- **you** leave a **pedal cycle** somewhere other than an **insured location** for more than 18 consecutive hours
- **X** you are riding a pedal cycle not listed on your schedule
- **X** where the date of loss occurred before the period of insurance
- **you** cannot reasonably explain how and when the damage or accident occurred
- **your** damage claim does not involve accidental damage to the pedal cycle
- you are performing stunts
- **you** are a professional cyclist (unless referred and agreed by **us** in advance)
- **you** or a member of **your family** are cycling for business, including **courier cycling**, carrying passengers, other than commuting to and from work
- **you** have committed any unlawful acts whilst in control of **your pedal cycle**
- damage caused by a professional delivery or courier company, unless securely packed in a bike box and a receipt obtained
- Ioss or damage if you have sold the pedal cycle, or have agreed to sell the pedal cycle, including during delivery of the pedal cycle to a new owner
- **you** have failed to maintain the **pedal cycle** in accordance with the manufacturers' advice
- the **pedal cycle** suffers from a mechanical or electrical breakdown or defect or electronic malfunction
- replacement tyres following a puncture, unless the tyre is slashed or cut in the **accident** to the point it is now unsafe to ride
- the damage is caused by faulty or defective design, materials or workmanship or latent defect and defects in the operation
- X the damage is caused by over torquing of a fitting
- **X** the loss is due to a **pre-existing condition**
- X Any loss of warranty or resale value



Theft or loss

- X Any claim whilst the **pedal cycle** is being used for non-competitive events or racing.
- Any claim for an e-bike battery unless the relevant optional cover was purchased prior to a claim, and is currently in force.
- Unlocked wheels, cycle accessories are stolen, unless the whole pedal cycle is stolen in the same incident within an approved claim.
- **you** cannot reasonably explain how and when the theft or loss occurred
- **X** where the date of loss occurred before the period of insurance
- **you** leave a **pedal cycle** somewhere other than an **insured location** for more than 18 consecutive hours
- your pedal cycle is stolen within walking distance of your home whilst unattended for more than 1 hour, unless stored in an insured location (house, flat, shed, garage etc)
- **you** loan or hire the **pedal cycle** to anyone other than member of **your family**
- X the **pedal cycle** is stolen by someone entrusted with it
- the lock you used is not an approved lock, which includes not using a lock suitable to the cycle value of your pedal cycle
- **you** cannot demonstrate entry was gained by force, with visible damage to the fabric of the building or vehicle at the point of entry, the **immovable** object or the **approved lock**
- a delivery or courier company (other than an airline) is responsible for your pedal cycle at the time of the loss
- Ioss or damage if you have sold the pedal cycle, or have agreed to sell the pedal cycle, including during delivery of the pedal cycle to a new owner
- x if your approved lock does not directly attach the frame to an immovable object where required

General insurance exclusions

The following are exclusions included by the underwriter. This policy will never cover:

- x natural disasters
- x financial default
- x epidemics or pandemics
- x cyber risks of any kind
- **X** pollution or threat of pollutant release
- war, invasion, **terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power
- ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- x pressure waves from aircraft or other aerial devices travelling at supersonic speeds
- x solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered doctor, or drugs which have been prescribed by a registered doctor and not those prescribed for drug addiction
- suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save human life)

Section 1 – Accidental or malicious damage

WE WILL COVER YOU FOR:

- your pedal cycle(s) listed on your schedule for accidental or malicious damage, up to the sum insured
- ✓ your accessories, helmets & clothing, e-bike battery & bike boxes, up to their sum insured (if selected) for accidental or malicious damage
 - If you want to benefit from the following covers, they must show in your schedule:
 - Helmet & Clothing
 - Accessories
 - Cover Abroad (Including bike boxes)

WE WILL NOT COVER YOU FOR:

- X the excess
- x any of the cycling exclusions
- x accidental damage without a reasonable explanation
- malicious damage for unattended pedal cycles unless you have adhered to our security requirements
- claims for a frame or wheelset unless there are visible signs of structural damage
- x any marring, scratching, denting or cosmetic damage
- consequential losses arising from an uninsured event or damage
- any costs incurred by you which we have not authorised
- malicious damage of an e-bike battery unless your pedal cycle is damaged in the same incident or you have purchased the optional ebike battery cover
- x accessories and helmets and clothing are not covered unless the pedal cycle is damaged in an approved claim

Help us approve your damage claim:

We are here to help and **we've** got **your** back! Below are some common reasons **we've** had to decline damage claims:

1

HELMETS AND CLOTHING

If you want your helmets or clothing insured, you need to add the additional cover to your policy; they are not insured as standard.

2

PHONES AND WATCHES

We will cover **your** smartphone or smartwatch if it is damaged when used to record the GPS of the ride. If it's just in **your** pocket and is incidental to **your** cycling, **we** can't.

3

PROOF OF OWNERSHIP

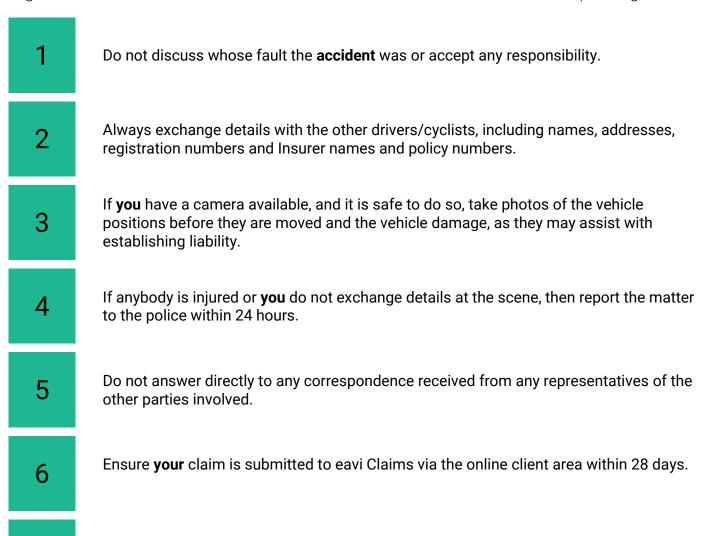
The onus is on **you** to demonstrate ownership. The easiest way to do this is to take photos of the receipts or save copies of the e-receipts.

4

WHAT IS AN ACCIDENT?

You must be riding or using **your pedal cycle** at the time and notice the damage being caused to **you** or **your pedal cycle**.

If you're involved in an accident with a third party:



All incidents, no matter how minor they may seem should be reported.



Section 2 – theft from an insured location

WE WILL COVER YOU FOR Theft of your pedal cycle, and if selected, theft of your bike box, e-bike battery, wheelsets, helmet and clothing when stored in the following insured locations and where you have adhered to our security requirements:

LOCATION A

- within your home or temporary holiday accommodation
 - This section does not refer to:
 - domestic garages, outbuildings and sheds
 - houses of multiple occupancy (HMOs)
 - gardens
 - ! Pedal cycles left unattended for more than 1 hour outside anywhere within walking distance of your home are not covered for theft, unless stored in an insured location.

SECURITY REQUIRMENTS FOR LOCATION A

- all external security devices (e.g. window locks and alarms) must be in operation and every exit door must be secured with a **deadbolt**
- you must not leave the home unoccupied for more than 30 consecutive days without spending a night there
- you must not leave your pedal cycle outside within walking distance of your home for more than 1 hour

I OCATION B

✓ a locked domestic garage, locked outbuilding or locked shed within the boundaries of your home or temporary holiday accommodation, accessed only by you, your family or persons residing with you

The following are not approved locations:

- X garage en bloc away from your home
- x sheds in your front garden or those easily accessed from the street
- sheds or outbuildings with any exposed screws that can be removed to gain access
- Pedal cycles which are unattended for more than 1 hour within your front garden, or within walking distance of your home are not covered for theft.
- ! If **you're** in any doubt about **your** garage, shed or outbuilding, please contact **our** support team.

SECURITY REQUIRMENTS FOR LOCATION B

- ☐ IF all external doors are secured by a deadbolt or a CEN Grade 3 closed shackle padlock, or all garage doors are approved by the company "Secure by Design", pedal cycles do NOT need to be locked to an immovable object
- OTHERWISE pedal cycles must be secured through the frame, with an approved lock, to an immovable object within the structure
- garage doors must <u>not</u> have an external override
- sheds or outbuildings must not have any exposed screws which can be removed to gain access
- you must not leave the home unoccupied for more than 30 consecutive days without spending a night there
- you must not leave your pedal cycle in a shed or storage unit in your front garden for any period of time



LOCATION C SECURITY REQUIRMENTS FOR LOCATION C a self-contained lockable room accessed all external security devices must be in only by you within a university hall of operation e.g., you need to lock your final exit residence, boarding school, office or house of doors, and put **your** alarm on (if **you** have one) multiple occupancy (HMO) **you** must not leave the room unoccupied for more than 30 consecutive days without spending a night there **you** must not leave **your** office unoccupied for more than 30 consecutive days without spending a working day there LOCATION D SECURITY REQUIRMENTS FOR LOCATION D ✓ a privately-accessed pedal cycle storage unit pedal cycle(s) must be secured through the within the immediate boundaries of your frame by an approved lock to an immovable home, hall of residence, boarding school or object within the storage unit or hallway house of multiple occupancy (HMO) he pedal cycle must not be visible from the ✓ a hallway in a block of flats with lockable outside of the storage unit access restricted to residents entry to the storage unit must only be gained via the door, gate or lid lock, with lockable ✓ a balcony with lockable entry accessed only by you on the second floor or above access restricted to those who keep bikes within it. The following are not approved locations: it must not be possible to climb under or over x storage units where your pedal cycle is the storage unit to gain access visible from the outside **you** must not leave the accommodation x storage units on a public road or pavement unoccupied for more than 30 consecutive days x any balcony on the ground or first floor without spending a night there x any balcony that is easily accessible to e-bike batteries must be locked to the frame

Help us approve your theft claim:

We are here to help and **we've** got **your** back! Below are some common reasons **we've** had to decline theft claims from **home** or **insured locations**:

1

ACCESSORIES

anyone other than you

If someone ONLY steals **your** bike computer, **we** can't cover that; the whole **pedal cycle** must be stolen. When **you** leave **your pedal cycle** in any location that is accessed by anyone other than **you** or **your family**, take **your accessories** with **you**.

using the integrated lock

please contact our support team.

If you're in any doubt about your storage unit,

2

ACCESSORY CABLES SUPPLIED WITH D-LOCKS

Accessory cables supplied with D-locks are not **approved locks**, and must not be used to secure **your pedal cycle** to an **immovable** object.

3

BIKE HANGARS

There is a big difference in the quality of storage units; some are much less secure than others and <u>are not approved</u> by **us**. If **you're** in any doubt about **your** storage unit, please contact **our** support team.

4

5

6

8

9



DEAD BOLTS

Every exit door on **your home** needs one. To close these locks, **you** have to turn a key, not just pull the door to on a latch. **Dead bolts** offer much higher security than a latch, which is why **we** insist on them.

FRIKES

If your battery or screen isn't lockable, you need to take these with you when you lock up your pedal cycle in any location that is accessed by anyone other than you or your family. We can't insure these items against theft, if they can be removed without force.

IMMOVABLE OBJECTS

Choose **your immovable** object carefully. A thief would require heavy machinery to break an **immovable** object, not just a spanner or a knife.

LOCK THE FRAME

You need to lock the **pedal cycle** frame with an **approved lock** directly to an **immovable** object. If **you** only lock the wheel, a thief doesn't need to break to a lock to take the **pedal cycle**.

PROOF OF OWNERSHIP

The onus is on **you** to demonstrate ownership. The easiest way to do this is to take photos of the receipts, or save copies of e-receipts.

SOLD SECURE

We only accept Sold Secure rated **pedal cycle** locks. Whilst **pedal cycles** under £1,500 can use a Silver rated lock, **we** always recommend a Gold or Diamond lock for all **pedal cycles**. Any **pedal cycle** over £1,500 <u>must</u> use a Gold or Diamond lock.



Section 3 - theft away from an insured location

WE WILL COVER YOU for Theft IF:

- √ you are riding or holding your pedal cycle
- ✓ your pedal cycle is locked to an immovable object through the frame with an approved lock for less than 18 consecutive hours
- ✓ your pedal cycle is temporarily locked within a vehicle for less than 18 hours since you last drove it, providing all security devices in operation and windows shut
- ✓ your pedal cycle is lost or stolen when with an airline and you report it to the airline within 24 hours of discovering the loss
- ✓ your e-bike battery is covered for theft for up to 18 hours, even if your pedal cycle is not stolen, if you purchase the optional cover.

WE WILL NOT COVER YOU FOR:

- x the first £100 of any claim
- x any of the cycling exclusions
- theft of your pedal cycle when unattended and not locked with an approved lock
- theft from a vehicle unless all doors and windows are shut, and all security devices are in operation. If there is a deadbolt, this must be used too
- X theft of accessories unless your pedal cycle is stolen in the same incident
- x theft of helmet or clothing
- X theft of an e-bike battery unless your pedal cycle is stolen in the same incident, or you have purchased the optional e-bike battery cover
- your e-bike battery is stolen and you left your pedal cycle unattended for more than 18 hours
- unlocked e-bike batteries

Help us approve theft claims when out and about:

We are here to help and **we've** got **your** back! Below are some common reasons **we've** had to decline theft claims when **you're** out and about.

1

ACCESSORY CABLES SUPPLIED WITH D-LOCKS

Accessory cables supplied with D-locks are not **approved locks**, and must not be used to secure **your pedal cycle** to an **immovable** object.

2

BIKE HANGARS

When locked up away from an **insured location**, hangars are simply an **immovable** object and must only be left for up to 18 hours at a time.

3

CHECKING ON YOUR BIKE

You can't leave **your pedal cycle** in one place for prolonged periods, but come back to check on it every 18 hours. Thieves know it's there, and they will likely return to steal it.

4

DETACHABLE ACCESSORIES

If someone just steals **your** bike computer, **we** can't insure against that; the whole **pedal cycle** must be stolen. When **you** stop at a café or the shops, take **your accessories** with **you** to prevent uninsured theft.



FBIKES

If your battery or screen isn't lockable, you need to take these with you when you lock up your pedal cycle in any location that is accessed by anyone other than you or your family. We can't insure these items against theft, if they can be removed without force.

8

9

10

11

12

13



IMMO\	/ABLE (OBJEC	T
	_	_	

Choose **your immovable** object carefully. A thief would require heavy machinery to break an **immovable** object, not just a spanner or a knife.

<u>IN</u> A VEHICLE

You cannot store your pedal cycle in a vehicle for longer than 18 hours; you cannot check back in on it to reset the clock. Whenever you are at home, you must remove it from your vehicle.

ON A VEHICLE

A **pedal cycle** rack on the rear or roof of a vehicle is like any other **immovable** object. They must be locked with an **approved lock**. The rack itself must also be secured to the vehicle. If a thief can cut fabric straps to steal your **pedal cycle**, this is not **immovable**.

LOCK THE FRAME

You need to lock the **pedal cycle** frame with an **approved lock** directly to an **immovable** object. If **you** only lock the wheel, a thief doesn't need to break a lock to take the **pedal cycle**.

OUTSIDE YOUR HOME

You can't leave **your pedal cycle** locked up outside within walking distance of **your home** for <u>more than 1 hour</u>. This includes in or on a vehicle, or within **your** front garden.

PROOF OF OWNERSHIP

The onus is on **you** to demonstrate ownership. The easiest way to do this is to take photos of the receipts, or save copies of e-receipts.

SOLD SECURE

We only accept Sold Secure rated **pedal cycle** locks. Whilst **pedal cycles** under £1,500 can use a Silver rated, we always recommend a Gold or Diamond lock for all **pedal cycles**. Any **pedal cycle** over £1,500 must use a Gold or Diamond lock.

UNATTENDED

If a thief can ride off with **your pedal cycle** without **you** noticing or intervening, **you** are not attending to it. **You** should either be riding, or holding **your pedal cycle** when out and about.



Section 4 – personal accident

WE WILL COVER YOU FOR:

Identifiable physical injury or death **you** sustain in an **accident** whilst **you** are using **your pedal cycle** up to the sums specified in the **schedule** for the following:

- ✓ Accidental Death
- ✓ Permanent Total Disablement which entirely prevents you from attending to any remunerative occupation following a medical review 12 months after the date of disablement
- ✓ Total and irrecoverable loss of sight in both eyes
- ✓ Loss of limb the physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet
- ✓ Non National Health Service Physiotherapy expenses incurred by you
- ✓ Broken Bones if you fracture one or more of the following:
 - (a) hip or pelvis
 - (b) leg
 - (c) collar-bone, arm
 - (d) skull (including cheekbone and jaw)
 - (e) shoulder blade
 - (f) bone(s) in foot or hand (excluding toes and fingers)
 - (g) spine
- ✓ Hospitalisation if you are required to stay in hospital for a period in excess of 24 hours from the time of the original admission
- Emergency dental treatment to teeth with no pre-existing damage or known issues
- Personal accident claim limits are capped per incident

WE WILL NOT COVER YOU FOR:

- x any of the cycling exclusions
- x any physiotherapy or dental costs without written advice from a medical practitioner advising that you receive treatment
- any physiotherapy or dental costs incurred more than 90 days after the accident
- x any cosmetic, elective or aesthetic dental treatment
- x any person under 16 or over 85 years old at the start date of the **period of insurance**.
- fractures unless they are across the full width of the bone; or, require surgical treatment under anaesthetic; or, require complete immobilisation in a cast for at least six weeks
- x any accident whilst you are <u>NOT</u> using your pedal cycle
- your death which occurs more than 30 days after the accident
- if an injury arises from sickness, disease or disorder of any kind
- X all claims arising out of unreasonable failure to seek or follow medical advice
- any medical or surgical procedure performed on you for any gradually developing bodily deterioration whatever the cause of that deterioration
- permanent total disablement when the disablement has lasted for less than 12 months and after 12 months there is a good prospect for improvement
- more than one of the following benefits, in any 12 month rolling period:
 - Death
 - Permanent Total Disablement
 - Total and irrecoverable loss of sight
 - Loss of limb



Important information for personal accident claims:

We are here to help and we've got your back! Below are some common reasons we've had to decline personal accident claims.

1

Claim limits

The personal accident benefits are capped for each incident or **accident**, e.g. following an **accident you** could claim for £150 towards physio. This limit does not reset each month for the same **accident**. If **you** have another crash **you** can then claim again.

2

ONLY FOR PEDAL CYCLES ON THIS POLICY

You must be riding a **pedal cycle** listed on **your schedule** for the personal accident cover to be in force.

3

PRE-EXISTING CONDITIONS

We cannot cover any niggle, injury or illness that **you** were aware of before this policy incepted.

WE WILL COVER:



Section 5 – public liability

- up to the sums specified in the schedule for you or your family's legal liability for damages which arise from the use of or ownership of a pedal cycle if someone makes a claim against you or your family during the period of insurance for:
 - accidental death or illness of, or bodily injury to, any person
- accidental loss of or damage to property ✓ for any costs, expenses, and legal fees to defend you, if we have agreed this in writing
- legal liability in the United States of America or Canada or their dependencies or trust territories

WE WILL NOT COVER YOU FOR:

- X legal liability arising out of the use or ownership of a **pedal cycle** by any member of your family under age 18
- X liability arising from loss or damage to property, which belongs to you or is in your care, custody or control
- **X** where **you** are entitled to indemnity from another source
- x any liability arising from courier cycling
- x when punitive, exemplary or aggravated damages are awarded against you
- x any liability for **bodily injury**, loss or damage to **your** employees or members of **your family** or household or to their property
- x anyone being carried on the **pedal cycle** other than **you**
- There is no cover for legal liability for any Bodily Injury caused, or contributed to, any other participant whilst participating in an organised event.

Important information for liability claims:

- Always exchange details with the other drivers/cyclists, including names, addresses, registration numbers and insurer names and policy numbers.
 - Obtain witness details, including those of passengers in any vehicle involved.
- If you have a camera available, and it is safe to do so, take photos of the vehicle positions before they are moved and the vehicle damage, as they may assist with establishing liability.
- 4 Do not discuss whose fault the **accident** was or accept any responsibility.
- If anybody is injured or you do not exchange details at the scene, then report the matter 5
- Do not answer directly any correspondence received from any representatives of the 6
- Ensure **your** claim is submitted to eavi via the online client area within 28 days.
- All incidents, no matter how minor they may seem should be reported.



Section 6 – cycle hire

WE WILL COVER YOU FOR: ✓ hire costs up to sums specified in the schedule, for an equivalent pedal cycle, after your claim has been approved if your pedal cycle: — is being repaired or replaced following WE WILL NOT COVER YOU: ✓ for any of the cycling exclusions ✓ if you have not made reasonable attempts to agree the hire costs with us first ✓ for any subsequent costs associated with you refusing a hired pedal cycle

- accidental damage

 ✓ Where you have purchased cover abroad we
 - will also cover costs where your pedal cycle:
 fails to arrive at a venue outside of the United Kingdom due to a delay by a carrier
 - is damaged and rendered temporarily unusable whilst outside of the United Kingdom
- X for any hire costs after we settle your claim

Help us approve your hire claim:

We are here to help and we've got your back! Below are some common reasons we've had to decline hire claims.

1

HIRF COSTS

You need to make every reasonable attempt to get in touch with **us** before paying for hire costs **yourself**.

2

MAKE SURE THE HIRE BIKE IS COVERED

If you make use of a hire **pedal cycle**, you will need to add it to your schedule whilst you are using it. It is not covered automatically.



Section 7-taxi reimbursement

WE WILL COVER YOU:

- up to sums specified in the schedule for the reasonable cost of a taxi for you and your pedal cycle to travel to your onward destination or insured location, if you can provide proof the pedal cycle could not be repaired at the breakdown scene.
- ✓ This cover also applies if you have purchased e-bike battery cover and your e-bike battery is stolen, or damaged beyond use in an eligible e-bike battery claim.

WE WILL NOT COVER YOU:

- x if you cannot provide a receipt for your taxi ride
- if you have a puncture which you can repair at the scene
- x if you are within 1 mile of your insured location or onward destination
- x any costs in excess of the amount stated in your schedule for a single taxi trip
- x any total taxi costs in excess of the amount shown on your schedule per single taxi trip
- more than 2 taxi reimbursement claims in a rolling 12 month period
- Where you have not purchased taxi reimbursement cover

HELP US APPROVE YOUR TAXI CLAIM:

We are here to help and we've got your back!

1

CONTINUOUS COVER

We cannot cover **your** taxi costs if **you** breakdown within 30 days of purchasing a policy. Cover must be continuous with no gaps in cover. E.g. if **you** allow **your** policy to lapse and **you** re-purchase **your** insurance the clock restarts.

2

PUNCTURES

You should make every effort to repair punctures at the scene before calling a taxi.

Section 8 – legal expenses

WHAT WE WILL COVER YOU FOR:

- This policy will help you if an event which is another party's fault:
 - damages your pedal cycle and/or personal property in or on it, and/or;
 - injures or kills you whilst on your pedal cycle
- ✓ The insurer will pay your 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. **you** keep to the terms of this policy and cooperate fully with **us**
 - 3. the **accident** happens in the **territorial limits**
 - 4. the claim:
 - always has reasonable prospects of success
 - ii. is reported to us:
 - during the period of insurance
 - as soon as possible after the accident
 - 5. unless there is a conflict of interest, **you** always agree to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued
 - 6. the claim falls under the jurisdiction of a court in the **UK**
 - you enter into a conditional fee agreement (unless the appointed advisor has entered into a collective conditional fee agreement) where legally permitted.

WHAT WE WILL NOT COVER YOU FOR:

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

- X legal costs & expenses incurred before we accept a claim or without our written agreement
- X a contract
- X defending any claim other than appeals against you
- X an accident that happens before the start of the policy
- fines, penalties or compensation awarded against you
- X a group litigation order
- X a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

Important information about legal expenses claims:

Under no circumstances should **you** instruct **your** own lawyer as **our** legal expenses provider will not pay any costs incurred without prior agreement.

Once **your** claim is submitted, if an advisor believes the **accident** is not **your** fault, **we** will arrange a legal expert to contact **you** who will help claim back uninsured losses and including claiming compensation for any injuries.

Ensure no contact is made with anyone else regarding claiming back **your** losses or compensation for personal injury until **you** hear from **us**.



Conditions that apply to section 8 -legal expenses

Where the **insurer's** risk under this policy has increased due to **your** failure to keep to these conditions the **insurer** can 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 **you** if this happens.

1. Your responsibilities

You 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 your name, any claim
- 2. Freedom to choose an appointed advisor
- a) In certain circumstances as set out in 2. b) below, **you** 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, **you** may choose a suitably qualified **appointed advisor**.
- c) Where **you** wish to exercise **your** right to choose, **you** should write to **us** with **your** preferred representative's contact details.
- d) If **you** dismiss 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 **you** with good reason, the cover will end immediately.
- e) **We** reserve the right to appoint another appointed representative in accordance with 2. b) and c) above.

3. Consent

You must agree to us having sight of the appointed advisor's file relating to your claim. You are considered to have provided consent to us or our appointed agent to have sight of your file for auditing and quality control purposes.

- 4. Settlement
- a) The **insurer** can settle the claim by paying the reasonable **value** of **your** claim.
- b) You must not negotiate, settle the claim or agree to pay legal costs & expenses without our written agreement.
- c) If **you** refuse 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 **you** to obtain and pay for an opinion from a barrister regarding the merits or **value** of the claim. If the opinion supports **you**, 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 **you** and **us**. This does not affect **your** right under Condition 6 below.

6. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described in the Complaints Procedure and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns, **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7. Cancellation

You may cancel this Section of the policy only if **you** cancel **your** policy in its entirety.

Guidance notes

Section 1-4 and 6-7 of this insurance is Underwritten by AWP P&C SA and administered in the **UK** by AWP Assistance UK Ltd trading as Allianz Assistance.

AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority.

AWP P&C SA is authorised and regulated by L'Autorité de Contrôle Prudentiel et de Résolution in France. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the **UK** for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Section 5 Public Liability is administered by Allianz Global Corporate & Speciality SE (AGCS), UK Branch.

Allianz Global Corporate & Speciality SE is authorised and regulated by the Federal Financial Supervisory Authority (BaFin) in Germany and is subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of its regulation by the Financial Conduct Authority are available on request.

AGCS operates in the UK through Allianz Global Corporate & Speciality SE, UK Branch, which is registered in England and Wales (Branch Number BR014382).

Registered Office: Allianz Global Corporate & Speciality SE, UK Branch, 60 Gracechurch Street, London EC3V 0HR.

Company Number (Head Office in Germany): HRB 208312 (Munich).

Section 8 Legal Expenses is administered by ARAG plc under a binding authority agreement with the insurer ARAG Legal Expenses Insurance Company Limited. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

Several liability notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Financial services compensation scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Data protection notice (sections 1-4 & 6-7)

Allianz Assistance holds data in accordance with the current data protection regulations and legislation.

Allianz Assistance will use any personal information, including personal sensitive information as defined in the data protection act 2018, for the purpose of dealing with **your** claim. It will also be used, if required, for the purpose of administering and underwriting **your** policy, for giving advice and assistance, and to update Allianz Assistance records.

For full information on how Allianz Assistance will process **your** data please visit: www.allianz-assistance.co.uk/privacy-policy-and-cookies/

Data Protection notice section 5 (public liability)

To see how Sports Allianz Global Corporate & Speciality (AGCS SE) collect, use, share and store personal information, please visit www.commercial.allianz.com/privacy-notice/

This explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read the Notice carefully as it also informs You about Your rights concerning Your personal data and how you can get in touch with Allianz Global Corporate & Specialty SE, in case You have questions or need additional information and support in this regard.

Data protection notice (section 8 - legal expenses only)

To see a copy of how ARAG collect, use, share and store personal information, please see visit www.arag.co.uk/cookie-policy/

Fraud prevention and detection

In order to prevent and detect fraud **we** draw to **your** attention in accordance with Data Protection Legislation, the fact that **we** may at any time record and monitor telephone calls for the purpose of detecting fraud & deception. **We** may also pass **your** details through any number of data sharing/fraud prevention agencies such as Hunter and CIFAS.

Your Insurance cover details may be added to the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and the Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers. It is a condition of your policy that you must tell us about any incident (such as accident or theft) whether or not it gives rise to a claim as soon as

possible. We will pass information relating to it on to these Agencies. If you or anyone acting

on **your** behalf gives **us** false or inaccurate information and **we** suspect fraud, all benefits under this policy will be void. The matter will be recorded with the above Agencies and pursued in accordance with the law.

We may share information about **you** with **our** associated and subsidiary companies. Other organisations may also use and search these records in their effort to combat fraud and undertake credit searches.

The **company** wishes to make it clear that the vast majority of honest Policyholders suffer as a result of a few. **Our** aim is to provide the best possible service to the genuine customer. Through the use of these systems and certain interview techniques, **we** are able to address fraud in such a manner that enables **us** to keep premiums competitive.