

WELCOME TO YELLOW JERSEY

Your Performance 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**. Complete pre-contractual and contractual information about the product is provided in the **schedule** and the statement of facts. **We** agree to insure **you** under the terms, conditions and exceptions contained in this policy wording, the **schedule**. **You** are insured for any liability, loss or damage that occurs during any **period of insurance** for which **you** have paid, or agreed to pay a premium. This insurance is governed by English law.

HOW TO GET IN TOUCH WITH US:

We're open Monday to Friday: 9:00pm-5:00pm

SUPPORT QUERIES

0333 003 0046

support@yellowjersey.co.uk

CLAIMS QUERIES

0333 003 0600

claims@yellowjersey.co.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 the course of **our** investigations.
- Failure to do so may result in unnecessary delays and expense being incurred or **your** claim not being paid.

CANCELLATION

1. CANCELLATION WITHIN THE INITIAL 14-DAY PERIOD - **you** may cancel the insurance, without giving reason, by sending **us** written notice within 14 days of the **commencement date** or (if later) within 14 days of **you** receiving **your** contractual documentation. **We** will make a charge equal to the period of cover **you** have had. **We** will not refund any premium if **you** have made a claim.

2. CANCELLATION AFTER THE INITIAL 14-DAY PERIOD – whilst **you** may cancel this insurance after the 14-day cooling off period no refund of premium will be payable.

We may cancel the insurance by sending **you** 7 days' notice to **your** last known 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

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:

1. SALE OF THE POLICY - Yellow Jersey, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0046 | Email: support@YellowJersey.co.uk.

2. CLAIMS - Yellow Jersey, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0600 | Email: claims@YellowJersey.co.uk.

3. LEGAL EXPENSES (SECTION 7) - Customer Relations Department, ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW | TEL: 0117 917 1561 | EMAIL customerrelations@arag.co.uk (hours of operation are 9am - 5pm, 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 make an appeal to the Financial Ombudsman Service. This 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. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

DEFINITIONS

“ **T**hese terms are important
make sure you understand
them ”

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.

*The following are not **accessories**:*

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

Appointed Advisor

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

Approved Lock

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 not **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.

X *We do not accept cardboard boxes. **Your bike box** must be made of plastic, carbon fibre or metal.*

Bodily injury

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

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 on the basis of 100% “no-win no-fee”.

Computer System

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).

Conditional Fee Agreement

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

Courier Cycling

Cycling to collect or deliver items of any kind in a professional context, including to and from **your** courier shift. For the avoidance of doubt, this does not include the carriage of passengers.

Cyber Risk

- 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.

Deadbolt

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.*

Extreme Force

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

! *Bypassing security measures using simple tools, such as a spanner or knife, would not constitute **extreme force**.*

Family

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

Home

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

Helmets and Clothing

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.***

Immovable

- 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**
- c) a securely fixed motor vehicle **pedal cycle** rack, locked to a vehicle, which cannot be undone or removed unless using **extreme force**
- d) 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

Insured Location

The locations defined below are the only acceptable locations where **you** can keep the **pedal cycle** for more than 12 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*
- X** *shed or outbuildings with any exposed screws which can be removed to gain access*

- c) 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.*

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, 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.

! *We cannot cover electric **pedal cycles** with motors greater than 250w, those that engage the motor without **you** pedalling or those that can be adjusted above 250w by **you***

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);
- b) 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;
- c) any medical condition for which **you** have received surgery, in-patient 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

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

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 simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000.

Sum Insured

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

Terrorism

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

- a) is committed for political, religious, ideological or similar purposes; and
- b) is intended to influence any government or to put the public, or any section of the public, in fear; and
- c) 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.

Unattended

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.

United Kingdom, UK

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

Value

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, helmets and clothing** should be insured for the price **you** paid;
- 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;
- d) for heavily discounted **pedal cycles**, 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 custom builds the price **you** paid for the sum of all the parts, including reasonable labour costs;
- f) for ex-demo, ex-display or ex-team **pedal cycles**, **you** should insure it for the price **you** paid, including any parts or upgrades **you've** added;
- g) for prize or gifted new **pedal cycles**, new **accessories** or new **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 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 1-6, this refers to Yellow Jersey on behalf of AWP P&C SA (whose insurance is administered by AWP Assistance UK Ltd trading as Allianz Assistance). Section 7 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

“**T**his is just a summary – you need to read the whole thing for the specifics.”

PERIL	LIMIT	INCLUDED	EXCESS
Theft	Up to the sum insured	Yes	10% of the claim, capped at £100
<i>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)</i>			
Accidental or Malicious Damage	Up to the sum insured	Yes	10% of the claim, capped at £100
Public Liability	£2m ✗ Not in USA/CAN	Yes	No
Helmet & Clothing	Up to the sum insured	Optional	10% of the claim, capped at £100
Taxi	£150 per claim / £450 per year	Yes	No
Legal Expenses	Up to £100,000 ! UK only	Yes	No
Personal Accident	Up to £12,500	Yes	No

TYPES OF RIDING	INCLUDED?	WHERE	HOW LONG
Leisure	Yes	Europe	Any trip up to 30 days
Commuting	Yes	Europe	Any trip up to 30 days
Sportives	Yes	Europe	Any trip up to 30 days
Racing	No	N/A	N/A
Family Cover	Yes	Europe	Any trip up to 30 days
Courier Cycling	No	N/A	N/A

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 **yours** 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**.

✓ GETTING IT RIGHT

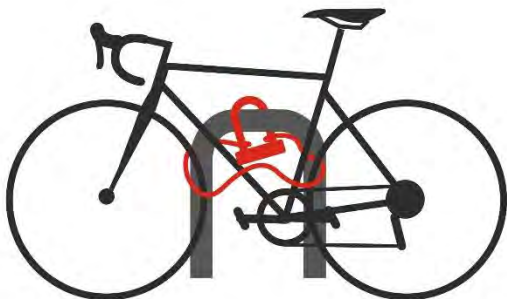


Secure the **approved lock** through the frame and both wheels to an **immovable object**



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

✗ GETTING IT WRONG



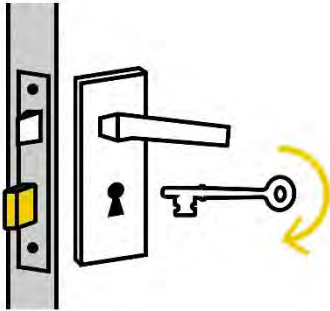
The D-Lock attached to the **immovable object**, with only the accessory cable securing the **pedal cycle**.



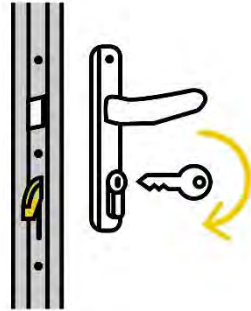
The D-lock is only securing the wheel. The frame must be secured to an **immovable object**.

HOME, SHEDS, OUTBUILDINGS AND GARAGES

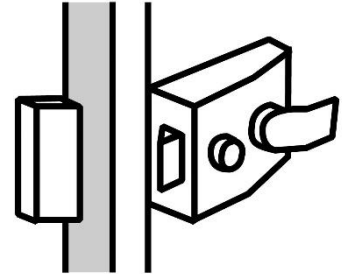
When we refer to **deadbolts** for **your** house, flat, shed, garage or outbuilding, this must be a lock that can only be locked by turning a key. **We** cannot accept sprung or night latches to secure any external doors.



✓ Approved Deadbolt

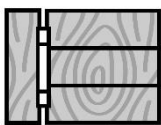
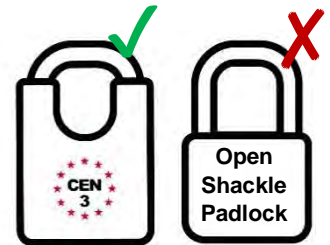


✓ Approved Deadbolt



✗ Unapproved Latch Lock

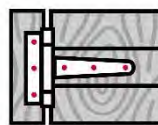
Sometimes sheds or outbuildings don't have **deadbolts**, and that's fine. If **you** use a padlock to secure the doors, this must be a closed shackled padlock, with a CEN 3 rating or higher. There must not be any screws on the structure or door that can be removed to gain access.



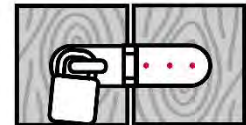
✓ Security Hinges
(no exposed screws)



✓ Hasp and Staple
(no exposed screws)



✗ Unsecured Hinge
(exposed screws)



✗ 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 entry. 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.

Secured by Design



Police Preferred Specification

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

Q1	I purchased my bike for £5,000 from a retailer in 2016 and have had no upgrades since; what's the value ?
A	The value is £5,000, i.e. the price you paid for it. ! Remember to include any pedals or upgrades you added at the time of purchase.
Q2	I purchased my bike for £2,000 from a retailer in 2018 and then spent £1,800 upgrading the wheels and saddle in 2019; what's the value ?
A	The valuation is the total price paid for the bike and the extra parts, i.e. you paid £2,000, and then spent £1,800 upgrading the wheels and saddle, you should value it at £3,800.
Q3	I purchased a bike worth £1,000 RRP for £600 in a sale; what's the value ?
A	It would be best if you insured it for the RRP at the time of purchase, i.e. £1,000. The invoice should show the discounted price.
Q4	I was gifted a bike worth RRP £3,000 in 2019; what's the value ?
A	The value of the bike is the RRP at the time of gifting, i.e. £3,000. This also includes if you won the bike as a prize in a competition. ! Remember to keep proof of the prize or evidence it was gifted.
Q5	I purchased an antique bike ridden by Eddy Merckx for £5,000 in 2012; what's the value ?
A	In this instance, you insure the bike for the value that an expert has calculated. You must provide photos of the bike and a copy of the valuation letter less than three years old to verify the value .
Q6	I built a bike up myself from parts. I paid a total of £4,500 for the frameset, wheelset groupset and finishing kit from various sources; what's the value ?
A	It would be best to insured it for £4,500 plus a little extra for the labour costs.

A FEW VALUATION SCENARIOS WHEN BUYING A USED BIKE

Q1	I purchased a bike from a friend for £750; what's the value ?
A	If you bought a bike from your friend for £750, you should insure it for £750. ! Remember to keep a copy of the receipt
Q2	I bought a bike for £500 on the internet, and then purchased a brand new wheelset for £1,000; what's the value ?
A	You should insure it for £1,500
Q3	My Aunt gifted me a second-hand bike; what's the value ?
A	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, 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 ?
A	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 ?
A	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

“**T**he reason you buy insurance; make sure you read this bit.”

HOW TO CLAIM

[Log into your account](#) on **our** website to claim online. Once **you** have submitted the information, **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**.

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**.
- Additional wheelsets are limited to the **sum insured** shown on **your schedule** or the wheelset's **value**, whichever is less.

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**.

ACCIDENTAL DAMAGE EXAMPLE

***You** buy your **pedal cycle** for £2,000 but insure it for £1,000.*

*It suffers £500 worth of damage in an **accident**.*

*We would only pay £250 towards the cost, in line with **your** underinsurance of 50%.*

THEFT EXAMPLE

***You** buy your **pedal cycle** for £2,000 but **you** only insure it for £1,000.*

It is stolen.

We would pay up to £1,000.

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**.

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 or set with an equivalent; or
- pay the cost of replacing the pair of items or set 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

“ **T**his list might seem long, but we think it's pretty straightforward. We thought we'd lay out our cards now to avoid any surprises later on. If you're in any doubt, please get touch with our friendly support team. ”

WE WON'T PAY IF:

PROOF OF OWNERSHIP

- ✗ **you** cannot provide the receipts (purchase date, the price paid, details of items, name and address of a seller) for **your**:
 - **pedal cycle, accessories, helmet & clothing**, or additional wheelsets
 - **approved lock**
 - padlocks
 - 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** have not reported the theft to the police within 24 hours of discovering **your pedal cycle** is stolen
- ✗ **you** have not reported damage or theft to an airline within 24hrs of noticing the loss

USAGE, DAMAGE & INJURY

- ✗ 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 12 consecutive hours
- ✗ **you** are riding a **pedal cycle** not listed on **your schedule** (other than Section 5 Public Liability for the named policyholder only)
- ✗ **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 using the **pedal cycle** for any form of race or competition, including when left in a transition zone
- ✗ **you** are using the **pedal cycle** for **courier cycling**
- ✗ **you** are performing stunts
- ✗ **you** are a professional cyclist (unless referred and agreed by **us** in advance)
- ✗ **you** are cycling for business, other than commuting to and from work (unless referred and agreed by **us** in advance)
- ✗ **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
- ✗ loss 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

- X the **pedal cycle** suffers from a mechanical or electrical breakdown or defect or electronic malfunction
- X the damage is caused by faulty or defective design, materials or workmanship or latent defect and defects in the operation
- X the loss is due to a **pre-existing condition**
- X **your bike box** is damaged

THEFT OR LOSS

- X **you** cannot reasonably explain how and when the theft or loss occurred
- X **you** leave a **pedal cycle** somewhere other than an **insured location** for more than 12 consecutive hours
- X **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)
- X **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
- X the lock you used is not an **approved lock**, which includes not using a lock suitable to the **cycle value** of **your pedal cycle**
- X **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**
- X a delivery or courier company (other than an airline) is responsible for **your pedal cycle** at the time of the loss
- X **you** leave **your pedal cycle** in a transition zone for an event or race
- X loss 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 unlocked wheels or **cycle accessories** are stolen, unless the whole **pedal cycle** is stolen in the same incident
- X if **your approved lock** does not directly attach the frame to an **immovable** object where required
- X **your bike box** is lost or stolen

GENERAL INSURANCE EXCLUSIONS

This policy will never cover the following:

- X natural disasters
- X financial default
- X epidemic or pandemic
- X **cyber risks** of any kind
- X pollution or threat of pollutant release
- X war, invasion, terrorism, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power
- X ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
- X 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 suicide attempted suicide or deliberate injury to **yourself** or putting **yourself** in unnecessary danger (unless trying to save human life)
- 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

“*Sorry, we didn't choose these ones...*”

SECTION 1 – ACCIDENTAL & MALICIOUS DAMAGE

WE WILL COVER YOU FOR:	WE WILL NOT COVER YOU FOR:
<ul style="list-style-type: none">✓ your pedal cycle listed on your schedule for accidental or malicious damage, up to its sum insured✓ your accessories, helmet & clothing and additional wheelsets, up to their sum insured (<u>if selected</u>) for accidental and malicious damage	<ul style="list-style-type: none">✗ any of the cycling exclusions✗ 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✗ any marring, scratching, denting, cosmetic damage or wear & tear✗ consequential losses arising from an uninsured event or damage✗ any costs incurred by you which have not been authorised by us

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** covered, **you** need to add this to **your** policy. It is not covered as standard.

2

PHONES AND WATCHES

We will cover **your** smart phone or smart watch if it is damaged when being 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 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:

1

Do not discuss whose fault the **accident** was or accept any responsibility.

2

Always exchange details with the other drivers/cyclists, including names, addresses, registration numbers and Insurer names and policy numbers.

3

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

If anybody is injured or **you** do not exchange details at the scene, then report the matter to the police within 24 hours.

5

Do not answer directly to any correspondence received from any representatives of the other parties involved.

6

Ensure **your** claim is submitted to Yellow Jersey Claims via the online client area within 28 days.

7

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

SECTION 2 – THEFT FROM AN INSURED LOCATION

WE WILL COVER YOUR FOR

Theft of **your pedal cycle, wheelsets & accessories** when stored in the following insured locations and you have adhered to **our** security requirements:

LOCATION A	SECURITY REQUIREMENTS FOR LOCATION A
<p>✓ within your home or temporary holiday accommodation</p> <p>! <u>This section does not refer to:</u></p> <ul style="list-style-type: none"> — domestic garages, outbuildings and sheds (see location B) — houses of multiple occupancy (HMOs) – (see location C) <p>! Pedal cycles left unattended for <u>more than 1 hour</u> outside anywhere within walking distance of your home are not covered for theft, unless stored in an insured location.</p>	<ul style="list-style-type: none"> 🔒 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 <u>more than 1 hour</u>
LOCATION B	SECURITY REQUIREMENTS FOR LOCATION B
<p>✓ 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</p> <p><u>The following are not approved locations:</u></p> <ul style="list-style-type: none"> ✗ garage en bloc away from your home ✗ 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 <p>! Pedal cycles which are unattended for <u>more than 1 hour</u> within your front garden, or within walking distance of your home are not covered for theft.</p> <p>! If you're in any doubt about your garage, shed or outbuilding, please contact our support team.</p>	<ul style="list-style-type: none"> 🔒 <u>IF</u> 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 <u>NOT</u> need to be locked to an immovable object 🔒 <u>OTHERWISE</u> pedal cycles must be secured through the frame, with an approved lock, to an immovable object within the structure 🔒 <u>IN ADDITION</u> to external security requirements above, every pedal cycle valued <u>over £1,500</u> stored in a <u>wooden shed or outbuilding</u>, must be secured through the frame by an approved lock to an immovable object 🔒 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
<p>✓ a self-contained lockable room accessed only by you within a university hall of residence, boarding school, office or house of multiple occupancy (HMO)</p>	<ul style="list-style-type: none"> 🔒 all external security devices must be in operation e.g., you need to lock your final exit doors, and put your alarm on (if you have one) 🔒 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
<ul style="list-style-type: none"> ✓ 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 <p><u>The following are not approved locations:</u></p> <ul style="list-style-type: none"> ✗ storage units where your pedal cycle is visible from the outside ✗ storage units on a public road or pavement ✗ any balcony on the ground or first floor ✗ any balcony that is easily accessible to anyone other than you 	<ul style="list-style-type: none"> 🔒 pedal cycle(s) must be secured through the frame by an approved lock to an immovable object within the <u>storage unit</u> or <u>hallway</u> 🔒 the pedal cycle must not be visible from the outside of the <u>storage unit</u> 🔒 entry to the <u>storage unit</u> must only be gained via the door, gate or lid lock, with lockable access restricted to those who keep pedal cycles within it. 🔒 it must not be possible to climb under or over the <u>storage unit</u> to gain access 🔒 you must not leave the accommodation unoccupied for more than 30 consecutive days without spending a night there ! If you're in any doubt about your storage unit, please contact our support team.

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

If someone **ONLY** steals **your pedal cycle** computer or **your** lights, **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**.

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 are not approved by **us**. If **you're** in any doubt about **your** storage unit, please contact **our** support team.

4

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.

5

EBIKES

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.

6

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.

7

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**.

8

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.

9

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 must use a Gold or Diamond lock.

SECTION 3 - THEFT AWAY FROM AN INSURED LOCATION

WE WILL COVER YOU IF:	WE WILL NOT COVER YOU FOR:
<ul style="list-style-type: none">✓ 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 12 consecutive hours✓ your pedal cycle is temporarily locked within a vehicle for less than 12 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	<ul style="list-style-type: none">✗ 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

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 12 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 12 hours. Thieves know it's there, and they will likely return to steal it.

4

DETACHABLE ACCESSORIES

If someone just steals **your pedal cycle** computer or **your** lights, 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.

5

EBIKES

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.

6

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.

7

IN A VEHICLE

You cannot store **your pedal cycle** in a vehicle for longer than 12 hours; **you** cannot check back in on it to reset the clock. Whenever **you** are at **home**, **you** must remove it from **your** vehicle.

8

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**.

9

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**.

10

OUTSIDE YOUR HOME

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

11

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.

12

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.

13

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:	WE WILL NOT COVER YOU FOR:
<p>Injuries you sustain in an accident whilst you are using your pedal cycle up to the sums below:</p> <ul style="list-style-type: none">✓ loss of limb being the physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet - £7,500✓ total and irrecoverable loss of sight in both eyes - £7,500✓ death - £7,500✓ Permanent Total Disablement which entirely prevents you from attending to any remunerative occupation following a medical review 12 months after the date of disablement - £15,000✓ physiotherapy - £500✓ dental costs - £500	<ul style="list-style-type: none">✗ any of the cycling exclusions✗ any medical costs, other than physiotherapy or dental costs✗ any physiotherapy or dental costs without written advice from a medical practitioner advising that you receive private treatment rather than utilising care provided by the National Health Service✗ any physiotherapy or dental costs incurred more than 3 months after the accident✗ any cosmetic, elective or aesthetic dental treatment✗ injuries sustained by any person aged under 16✗ injuries which occur while you are under the effects of drugs or alcohol at the time of the accident✗ your death which occurs more than 30 days after the accident✗ more than one benefit under this section of cover during any one period of insurance

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

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.

2

PRE-EXISTING CONDITIONS

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

SECTION 5 – PUBLIC LIABILITY

WE WILL COVER YOU FOR:	WE WILL NOT COVER YOU FOR:
<ul style="list-style-type: none">✓ up to £2,000,000 to cover your legal liability for damages you have to pay which arises from your use of or ownership of a pedal cycle if someone makes a claim against you during the period of insurance for:<ul style="list-style-type: none">— 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 <p>Cover for the named policyholder only under this section also extends to any pedal cycle.</p>	<ul style="list-style-type: none">✗ legal liability in the United States of America or Canada or their dependencies or trust territories✗ legal liability arising out of the use or ownership of a pedal cycle by any member of your family under age 16 or over 85✗ liability arising from loss or damage to property, which belongs to you or is in your care, custody or control✗ where you are entitled to indemnity from another source✗ any liability arising from your courier cycling✗ 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✗ anyone being carried on the pedal cycle other than you

IMPORTANT INFORMATION FOR LIABILITY CLAIMS:

- 1 Always exchange details with the other drivers/cyclists, including names, addresses, registration numbers and insurer names and policy numbers.
- 2 Obtain witness details, including those of passengers in any vehicle involved.
- 3 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.
- 5 If anybody is injured or **you** do not exchange details at the scene, then report the matter to the police within 24 hours.
- 6 Do not answer directly any correspondence received from any representatives of the other parties involved.
- 7 Ensure **your** claim is submitted to Yellow Jersey Claims via the online client area within 28 days.
- 8 All incidents, no matter how minor they may seem should be reported.

SECTION 6 – TAXI REIMBURSEMENT

WILL COVER YOU:	WE WILL NOT COVER YOU:
<ul style="list-style-type: none">✓ for up to £150 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	<ul style="list-style-type: none">✗ if you cannot provide a receipt for your taxi ride✗ if you have a puncture which you can repair at the scene✗ if you are within 1 mile of your insured location or onward destination✗ any costs in excess of £150 per single taxi trip✗ any total taxi costs in excess of £450 during the period of insurance

HELP US APPROVE YOUR TAXI CLAIM:

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



PUNCTURES

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

SECTION 7 – LEGAL EXPENSES

WHAT WE WILL COVER YOU FOR:	WHAT WE WILL NOT COVER YOU FOR:
<ul style="list-style-type: none">✓ This policy will help you if an event which is another party's fault:<ul style="list-style-type: none">— 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:<ol style="list-style-type: none">1. you have paid the insurance premium2. you keep to the terms of this policy and cooperate fully with us3. the accident happens in the territorial limits4. the claim:<ol style="list-style-type: none">i. always has reasonable prospects of successii. is reported to us:<ul style="list-style-type: none">— during the period of insurance— as soon as possible after the accident5. unless there is a conflict of interest, you always agree to use the appointed advisor chosen by us6. the claim falls under the jurisdiction of a court in the UK7. you enter into a conditional fee agreement (unless the appointed advisor has entered into a collective conditional fee agreement) where legally permitted.	<p>The insurer will not cover any claim arising from or relating to:</p> <ul style="list-style-type: none">✗ legal costs & expenses incurred before we accept a claim or without our written agreement✗ a contract✗ defending any claim other than appeals against you✗ an accident that happens before the start of the policy✗ fines, penalties or compensation awarded against you✗ a group litigation order✗ 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:

1

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

2

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.

3

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 7 -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 the **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 the **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 1-6 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 7 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 1-6)

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 7 - LEGAL EXPENSES ONLY)

To see a copy of how ARAG collect, use, share and store personal information, please see visit <https://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.