



Mark Bates Ltd
THE HOME OF PREMIER CARE

PEDAL POWER

INSURANCE POLICY

Mark Bates Ltd, Premier House, Londonthorpe Road, Grantham. NG31 9SN Tel: 01476 512199 Fax:01476 591543 Email: enquiries@markbatesltd.com. Premier Care is a trading name of Mark Bates Ltd who are registered in England No: 2946288 and authorised and regulated by the Financial Conduct Authority. Registered No: 308390

GENERAL INFORMATION AND POLICY CONTENT

Thank you for entrusting this insurance to Mark Bates Ltd. We underwrite and manage this insurance on behalf of the insurer and act as its agent in performing duties under that agreement.

This policy is a legal contract and it is important that you read it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know immediately.

We would remind you that you must tell us immediately of any facts or changes which might affect the assessment or acceptance of this insurance. If you do not disclose all relevant facts you may invalidate your policy or your policy may not operate fully.

This policy content is stated below, together with a note of the page(s) they appear on. You should read this policy together with your current schedule which gives details particular to you, including the sums insured you have chosen.

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COMPLAINTS PROCEDURE

It is always our intention to provide **you** with a first-class standard of service. Misunderstandings can, however, occur and we would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with us can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

The Compliance Officer Mark Bates Ltd Premier House Londonthorpe Road Grantham Lincs NG31 9SN
Tel: 01476 593887 Email: complaints@markbatesltd.com

If **you** remain dissatisfied **you** may refer the matter to **the insurer** by contacting

The Compliance Officer China Taiping Insurance (UK) Company Limited 2 Finch Lane London EC3V 3NA
Tel:0207 839 1888 Fax:0207 621 1202 E-mail:compliance@uk.cntaiping.com

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **the insurer** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **The insurer** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

Your complaint will be thoroughly investigated and **the insurer** will respond to it as soon as possible. Within twenty business days **the insurer** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **the insurer** will inform **you** in writing within twenty business days why it has been unable to resolve the complaint within that time, why it needs more time to do so and when **you** can expect to receive its final response.

If **the insurer** has not completed its investigation, within eight weeks after the complaint was made, it will write to **you** and explain why there is a further delay. **The insurer** will also confirm when it expects to issue its final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR
Tel: 0800 023 4 567 from landlines or 0300 123 9 123 from mobile phones Fax: 020 7964 1001
E-mail: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk.

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **the insurer's** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **the insurer's** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Compensation rights

In the event that **the insurer** is unable to meet its legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website www.fscs.org.uk

AGREEMENT

Agreement between you and the insurer

The insurer will pay for any loss, damage, legal liability, costs or expenses described in this policy arising from events happening within the **territorial limits** (unless stated herein to the contrary) during the **period of insurance** for which **the insurer** has accepted a premium.

The insurer has relied on the information supplied by **you** in connection with this insurance to enable the contract of insurance to be formed between it and **you**.

This policy should be read together with the **schedule**.

The **schedule** will state which sections of this policy are in force.

INFORMATION YOU HAVE PROVIDED

In deciding to accept this policy and in setting the terms and premium, **the insurer** has relied upon the information **you** have provided. **You** must take care when answering any questions relating to this insurance by ensuring that all information provided is accurate and complete.

If **the insurer** establishes that **you** deliberately or recklessly provided false or misleading information **the insurer** will treat this policy as if it never existed and refuse to pay all claims. **You** must repay any payments **the insurer** has already made under this policy and **the insurer** will not return the premium to **you**.

If **the insurer** establishes that **you** acted carelessly when providing **the insurer** with **your** information, such carelessness could adversely affect this policy and any claim. For example, **the insurer** may

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **The insurer** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- amend the terms of **your** insurance. **The insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- cancel this policy in accordance with the Cancellation condition of this policy.

You will be written to if **the insurer**

- intends to treat this policy as if it never existed; or
- needs to amend the terms of this policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Oasis Commercial Lines as soon as practicable.

Premier House Londonthorpe Road Grantham Lincolnshire England NG31 9SN

Tel No: 01476 591104

Email: enquiries@markbatesltd.com

DEFINITIONS

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

Cycling	Riding a pedal cycle , including mounting, dismounting, pushing and performing roadside repairs.
Computer system	Any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned, operated by or held in trust by you .
Data	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system .
Europe	All countries within the European Union, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.
Geographical limits	United Kingdom the Channel Islands and the Isle of Man.
Injury	Death, bodily injury, illness, disease and nervous shock.
Operative time	Whilst you are cycling or are travelling uninterrupted to or from any organised cycling events, in the geographical limits .
Pedal cycle(s)	Pedal cycle(s) described in the schedule , powered by human pedalling and/or electric battery which is not subject to the requirements of the Road Traffic Act.
Period of insurance	The period shown in the most recent schedule issued to you .
Schedule	Schedule containing your particulars as required by this insurance and is supplied with this policy. On renewal a new schedule will be issued.
Terrorism	An act, including, but not limited to, the use of force or violence and/or threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or put the public or any section of the public in fear.
The insurer	China Taiping Insurance (UK) Company Ltd.
You / Your	The person(s) stated in the schedule .

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

1) General

This policy does not cover any loss, damage, legal liability, costs, expenses or award directly or indirectly caused by or contributed to or arising from

a) Radioactive contamination

- i) ionising radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

b) Terrorism and war risks

terrorism, war, invasion, act of foreign enemy hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

c) Sonic bangs

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

d) Pollution

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

e) Date recognition failure

the failure of any **computer system**, whether belonging to **you** or not, correctly to

- i) recognise any date as its true calendar date;
- ii) capture, save, retain and/or correctly to manipulate, interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than its true calendar date; or
- iii) capture, save, retain or process any **data** as a result of the operation of any command which causes the loss of **data** or the inability correctly to capture, save, retain or process such **data**.

2) Communicable disease

Notwithstanding any provision to the contrary, this policy excludes any actual or alleged damage, legal liability, **injury**, costs and expenses - including, but not limited to, any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to, resulting from, originated by, attributable to or occurring concurrently with a **communicable disease** or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at the address stated in the **schedule** is/are possibly or actually infected with a **communicable disease** shall not constitute loss or damage, whether physical or otherwise, or give rise to **your** legal liability or any costs or expenses in any way.

For the purpose of this exclusion, a **communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- b) the method of transmission includes, but is not limited to, airborne transmission and bodily fluid transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage, injury or illness to human health or human welfare or can cause or threaten damage to or deterioration, loss of value, marketability or loss of use of property.

Provided that where **the insurer** alleges that this exclusion applies, then the burden in proving to the contrary lies with **you**.

3) Cyber exclusion

This policy excludes any loss, damage, consequential loss, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with

- a) a **cyber loss**; and
- b) any loss of use, reduction in functionality, erasure, corruption, alteration, repair, replacement, restoration, research, engineering or reproduction of any **data**, including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently to or in any sequence to.

GENERAL EXCLUSIONS

Notwithstanding a) and b) above, this policy covers the cost to repair or replace a **computer system**, including any consequential loss, following loss or damage insured under this policy directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, escape of water, accidental damage, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail.

For the purpose of this exclusion:

Cyber act means

- i) one or a series of unauthorised malicious or criminal acts or instructions, regardless of time and place, or the threat or hoax thereof, involving access to or processing, transmission, use or operation of any **data** and/or **computer system**; and
- ii) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a **computer system** or network.

Cyber incident means any misuse, error or omission or series of related errors or omissions involving

- i) access to, or the processing, use, operation or availability of, any **data** and/or **computer system** or any reductions in the functionality of, or partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate, any **computer system**; and
- ii) any use of electronic networks, including, but not limited to, the internet and private networks, intranets, extranets, electronic mail, worldwide web, social media and similar medium carried out by **you** or by any person, partnership, firm or company acting for **you** or on **your** behalf.

Cyber loss means any **cyber act** or **cyber incident**, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY**1) Reasonable care**

If **you** have not taken all reasonable steps to prevent accidents, loss or damage **the insurer** shall not be liable to make any payment under this policy.

2) Cancellation

a) If **you** cancel this policy within 14 days of the date **you** receive **your** policy documents, **the insurer** will refund the premium in full, provided no claim has been made for the period this policy has been in force and that no liability whatsoever shall attach to **the insurer** in respect of this policy.

If **you** cancel this policy after 14 days of the date **you** receive **your** policy documents, **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph d) below.

b) **The insurer** may cancel this policy by sending 7 days' notice by recorded delivery to **you** at **your** last known address and **the insurer** will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph d) below.

c) If **you** pay **your** premium by monthly direct debit and there is a default in payment, **the insurer** reserves the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. No refund of premium or credit charge will be due when cancellation takes place in these circumstances.

d) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge, if applicable, shall be payable for the period of cover provided.

3) Other insurance

If any loss, damage, liability, costs or expenses covered by this policy is insured elsewhere **the insurer** will only pay its share of any claim.

4) Fraud

All benefit under this policy will be forfeited, with no refund of premium, if any claim is in any respect fraudulent or if any fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy.

5) Governing law

There is a choice of law for this insurance, but unless **the insurer** agrees otherwise English law applies.

6) Tax

In addition to the premium, the cost of this insurance includes tax due on the premium which **the insurer** is required to collect in accordance with current legislation.

7) General Data Protection Regulation

It is agreed by **you** that any information provided to **the insurer** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **the insurer** in compliance with the provisions of the General Data Protection Regulation.

8) Contracts (Rights of Third Parties) Act 1999

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this general condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this act.

9) Sanctions

The insurer shall not provide any benefit under this policy to the extent that such cover or claim payment would expose it to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

CONDITIONS APPLYING IN THE EVENT OF A CLAIM

1) Notification of claims (other than in respect of Section 3 Legal expenses)

Your failure to act in accordance with the requirements stated in paragraphs a) and b) below may, at **the insurer's** option, result in **your** claim being invalid.

a) Claims other than for legal liability

In the event of an incident likely to result in a claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and proofs that **the insurer** requires within 30 days;
- ii) immediately report to the police any theft, malicious damage, vandalism or loss of property; and
- iii) take all reasonable steps to minimise the claim and take all practical steps to recover lost property and discover any guilty person.

b) Legal liability

In the event of any accident likely to result in a legal liability claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and any assistance that **the insurer** requires within 30 days;
- ii) immediately send to **the insurer** any letter, writ, summons or other legal document issued against **you** without answering it; and
- iii) not negotiate, pay, settle, admit or deny any claim without **the insurer's** written consent.

If **you** need to notify **the insurer** of a claim, or of any circumstances or incident which may cause a claim, (other than under Section 3 Legal expenses) **you** should contact

Mark Bates Ltd Claims Department

Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN

Tel No: 01476 514470

Fax: 01476 591543

Email:claims@markbatesltd.com

For notification of claims under Section 3 Legal expenses refer to page 15 of this policy.

2) Conduct of claims

a) Rights of the insurer

In the event of a claim **the insurer** may

- i) inspect and take charge of any damaged property - no property may be abandoned to them; and
- ii) take over and control any proceedings in **your** name, for the benefit of **the insurer**, to recover compensation from any source or defend proceedings against **you**.

b) Recovery of lost or stolen property

If any lost property is recovered, **you** must let **the insurer** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim, **you** must take it back and **the insurer** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **the insurer**, but **you** will have the option to retain it and refund any claim payment to **the insurer**.

If **you** pay for this insurance by monthly direct debit, **the insurer** reserves the right to deduct any outstanding balance due to it from any claim payment due to **you**.

SECTION 1- MATERIAL DAMAGE

Additional definitions to this section

The definitions applying to the whole policy as stated in page 4 of this policy shall include the following in respect of this section only.

Approved lock

- 1) In respect of a **pedal cycle** valued at £1,500 or less a lock that is to Sold Secure Silver standard.
- 2) In respect of a **pedal cycle** valued at more than £1,500, a lock that is to Sold Secure Gold standard.

Damage

Loss or damage arising from any sudden, unexpected and accidental cause.

Immovable object

- 1) Solid object fixed into concrete or stone which is not capable of being undone, removed with or lifted under or over the **property**; or
- 2) correctly fitted motor vehicle roof rack or cycle rack of proprietary manufacture; or
- 3) purpose-built cycle rack supplied specifically for the purpose of securing pedal cycles .

Property

Pedal cycles, accessories and spare parts described in the **schedule**.

Residence

- 1) Self-contained private dwelling where **you** are permanently residing contained within a building built of **substantial construction**; or
- 2) a lockable self-contained room where **you** are permanently residing contained within a building built of **substantial construction**; or
- 3) an outbuilding or garage within the boundaries of **your** private dwelling, provided that the building is built of **substantial construction** and
 - a) external doors are protected by either a 5 lever mortice deadlock or a 5 lever close shackle padlock; or
 - b) the **property** is secured through the frame by an **approved lock** to an **immovable object** within the building; or
- 4) a self-contained private dwelling or lockable self-contained room within a building of **substantial construction** where **you** are temporarily residing.

Substantial construction

Brick, concrete or stone with a slate, tile, concrete, steel, asbestos or multi-layered roof.

Insuring clause

In the event of **damage** to any **property** arising during the **period of insurance** and occurring within the **geographical limits** the **insurer** will pay an amount to **you** calculated in accordance with the basis of settlement.

In addition, in the event of loss of or damage to the **property** resulting in a valid claim under this section the **insurer** will pay for the reasonable costs incurred in the **geographical limits** of hiring an alternative **pedal cycle** to the same functionality and quality for the period required for repair or replacement, provided that

- 1) **the insurer** has agreed to the costs of hire before they have been incurred;
- 2) evidence of expenditure can be provided; and
- 3) **the insurer** will not pay more than £500 or 50% of the sum insured stated in the **schedule** whichever is the lesser in any one **period of insurance**.

Basis of settlement

In the event of a valid claim the **insurer** will pay the following:

- 1) In respect of **property** purchased new and less than 3 years old, at **the insurer's** option, the cost of repair or replacement to a condition, functionality and quality equivalent to or substantially the same as, but not better or more extensive than, its condition when new.
- 2) In respect of **property** purchased new, but more than 3 years old a deduction of 10% of the purchase price for each year or part thereof from the date of purchase.
- 3) In the event that **property** less than 3 years old cannot be repaired or replaced because a part or component is out of production and no longer available the **insurer** will pay **you** the purchase price less a deduction of 10% of the purchase price for each year or part thereof from the date of purchase.
- 4) In respect of **property** purchased by **you** second hand, the **insurer** will pay **you** the purchase price less a deduction of 10% of the purchase price for each year or part thereof from the date of purchase.

Unless an item cannot be repaired or replaced **the insurer** will not be obliged to pay a monetary settlement, other than at its discretion.

The age of the **property** shall be determined by the age of the frame.

The **insurer's** liability under this section shall not exceed the sum insured for each item of **property** stated in the **schedule**.

Exclusions

This section does not cover the following:

- 1) The first £50 or 5% of the sum insured for each item of **property** stated in the **schedule** of each and every claim whichever is the greater.
- 2) Theft of tyres, accessories, removable parts or batteries, unless the **pedal cycle** is stolen at the same time under circumstances which are not excluded by the terms of this policy.
- 3) Loss of or damage to tyres by application of brakes or by punctures, cuts or bursts.
- 4) Loss or damage that cannot be attributed to a specific event.
- 5) **Damage** whilst the **property** is
 - a) motor assisted other than by electric battery;
 - b) being used in any race or competition;
 - c) being used by any person other than **you**;
 - d) being used for travelling to work and from work and whilst left unattended in-between;
 - e) kept within a **residence** that is unfurnished for normal habitation or has not been lived in by **you** for more than 30 days; or
 - f) being used in connection with or on behalf of a business, trade or occupation.
- 6) **Damage**
 - a) due to a manufacturing or design defect, latent defect, wear and tear, gradual deterioration, mechanical or electrical breakdown or failure or defective workmanship;
 - b) due to marring, scratching, denting or any cosmetic damage that does not impair the function or performance of the **property**;
 - c) due to corrosion, rust, change in temperature, frost, atmospheric or climatic conditions, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust or chemical action or reaction;
 - d) due to wet or dry rot, insects, vermin or domestic pets;
 - e) due to failure to maintain or use the **property** in accordance with manufacturers' recommendations;
 - f) due to cracking or splitting of the **pedal cycle** frame, unless as a result of impact;
 - g) due to any process of cleaning, alteration, servicing or repair;
 - h) while the **property** is in the custody of a transport carrier, unless it is kept in a purpose-made transportation box and subject to deduction of any amount paid or payable under the transport carriers' conditions of carriage;
 - i) due to delay, confiscation, removal or detention by customs, government or local authority officials, authorised employees at any location where **you** have left the **property**, the police or similar authorities; or
 - j) due to riot or civil commotion outside England, Scotland and Wales.
- 7) **Damage** by theft of or to the **property** occurring whilst left unattended by **you**
 - a) unless it is kept in a **residence** and entry to the **residence** has been gained by forcible and violent means; or
 - b) outside of a **residence**, unless it is secured by an **approved lock** to an **immovable object** and there are visible signs that forcible and violent means have been used to either the **approved lock** or the **immovable object** to enable the theft to occur.
- 8) Loss of or damage to **property** when left unattended for more than 12 hours, unless it is kept in a **residence**.
- 9) Theft from the inside of a motor vehicle, unless
 - a) such theft occurs between the hours of 6.00 and 21.00;
 - b) the property is secured to the structure of the vehicle by an **approved lock**;
 - c) all the doors of the vehicle are locked and other openings fully closed;
 - d) a factory fitted alarm is in operation; and
 - e) entry is gained to the vehicle by forcible and violent means.
- 10) Theft when the **property** is secured to an **immovable object** by an **approved lock**, unless the key and a receipt for the purchase of the **approved lock** demonstrating the make and model or the remains of the **approved lock** are provided in support of **your** claim.

Additional covers

The **schedule** will state if any of these additional covers apply.

1) Racing and competitions

Contrary to exclusion 5b), this section shall include **damage** whilst the **property** is involved in a race or competition other than

- a) involving BMX, cycle speedway, cyclo cross or mountain biking; or
- b) in a velodrome or on a closed indoor or outdoor track.

2) Commuting

Exclusion 5d) of this section is deleted.

3) Geographical limits

The geographical limits are extended to include **Europe**.

4) Family use

Contrary to exclusion 5) c), this section shall include use of the **property** by any member of **your** family permanently residing with **you** aged 16 or over.

SECTION 2 - PERSONAL LIABILITY

The schedule will state if this section is in force

Insuring clause

The Insurers will pay for all compensation and claimants' costs and expenses for which **you** are legally liable as a consequence of **injury** or accidental loss of or damage to property in respect of which a claim is made against **you** during the **period of insurance** and arising whilst **cycling** within the **geographical limits**.

In addition, **the insurer** will pay all costs and expenses incurred with its consent.

Provided that the liability of **the insurer** for all compensation and costs and expenses shall not exceed £5,000,000 in any period of insurance or in respect of any one event or series of events attributable to one original source or cause.

Exclusions

The insurer will not pay for

- 1) **injury** to anyone whilst in the course of such person's employment by **you**;
- 2) **injury** to anyone being carried as a passenger;
- 3) loss of or damage to property belonging to **you** or in **your** custody or control;
- 4) **cycling** by any person other than **you**;
- 5) any claim arising from any race or competition;
- 6) any claim whilst the vehicle is being used for travelling to work and from work and whilst left unattended in-between;
- 7) any claim whilst the vehicle is being used in connection with any business or occupation.

Additional covers

The **schedule** will state if any of these additional covers apply.

1) Racing and competitions

Contrary to exclusion 5), this section shall include a claim whilst the **pedal cycle** is involved in a race or competition, other than

- a) involving BMX, cycle speedway, cyclo cross or mountain biking; or
- b) in a velodrome or on a closed indoor or outdoor track.

2) Commuting

Exclusion 6) of this section is deleted.

3) Geographical limits

The **geographical limits** are extended to include **Europe**.

4) Family use

Contrary to exclusion 4), this section shall include **cycling** by any member of **your** family permanently residing with **you** aged 16 or over.

SECTION 3 – LEGAL EXPENSES

The schedule will state if this section is in force

Additional definitions to this section

The definitions applying to the whole policy as stated in page 4 of this policy shall include the following in respect of this section only.

Collective conditional fee agreement

Separate agreement between **the insurer** and the **nominated representative** for paying his or her **professional fees** which is an enforceable **conditional fee agreement** within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by **the insurer** before it is entered into.

Conditional fee agreement

Separate agreement between **you** and the **nominated representative** for paying his or her **professional fees** which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by **the insurer**.

Date of occurrence

The date at which the cause of action first arose.

Professional fees

The fees, costs, disbursements and other professional charges which **the insurer** has agreed to fund

- 1) reasonably and necessarily incurred by a **nominated representative**; and
- 2) incurred by other parties, in civil cases if **you** have been ordered to pay them or pay them with **the insurer's** written agreement.

Nominated representative

Solicitor, claims negotiator, accountant or other suitably qualified person appointed in accordance with the terms of this section.

Insuring clause

In the event of **your** death or bodily injury or loss of or damage to **your** property caused whilst **you** are **cycling** by a specific, sudden and unforeseen event for which another person or entity is responsible **the insurer** will pay **professional fees** to assist **you** in seeking compensation, provided that

- 1) **the insurer** will not pay under this section in respect of any one claim more than £25,000; and
- 2) the subject of the claim occurred within the **geographical limits** and the **date of occurrence** was within the **period of insurance**.

Exclusions

The insurer will not pay for the following.

- 1) Any claim first notified to **the insurer** more than 180 days after the date that the specific, sudden and unforeseen event occurred.
- 2) A claim arising from any trade, business or profession carried out by **you**.
- 3) Any claim relating to
 - a) a cause of action intentionally or recklessly brought about by **you**; or
 - b) any criminal act by **you**.
- 4) Any claim of which **you** were aware, or ought to have been aware, before the inception of this policy.
- 5) **Professional fees** incurred
 - a) before **the insurer** has agreed to pay them;
 - b) where **you**
 - i) pursue or defend a case without **the insurer's** agreement or in a different manner to or against its advice or that of the **nominated representative**;
 - ii) fail to give proper instructions in due time to **the insurer**, to the **nominated representative** or to counsel or other persons instructed by **the insurer** or the **nominated representative**;
 - c) where the **nominated representative** reasonably refuses to act on **your** behalf, unless **the insurer** agrees to appoint another **nominated representative**;
 - d) in respect of witnesses, experts or agents interviewed, engaged or called as a witness before receiving **the insurer's** written approval; or
 - e) before the issue of formal legal proceedings, unless by way of pre-action protocol approved by **the insurer**.

- 6) Where **you**, in **the insurer's** reasonable opinion, act in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **nominated representative** or withdrawing from the case.
- 7) For **professional fees** which can be recovered by **you** under any other insurance or which would have been covered if this section did not exist, except for any amount in excess of that which would have been payable under such insurance(s).
- 8) For fines, damages or other penalties which **you** are ordered to pay by a court or other authority.
- 9) Any claim relating to a dispute with the **nominated representative** or **the insurer**.
- 10) Any claim relating to a judicial review.
- 11) When **you** are bankrupt, in liquidation, have made an arrangement with **your** creditors, have entered into a Deed of Arrangement or part or all of **your** affairs or property are in the care or control of a receiver or an administrator.
- 12) Any claim arising from medical, dental or clinical treatment, advice, assistance or care.
- 13) Any claim arising from any race or competition.
- 14) Any claim whilst the vehicle is being used for travelling to work and from work.

Conditions

- 1) **You** must
 - a) take all reasonable steps to minimise the amount payable under this section;
 - b) take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure;
 - c) provide **the insurer** with such information regarding **your** claim as **the insurer** may reasonably require; and
 - d) notify **the insurer** as soon as is reasonably possible of any circumstances which may give rise to a claim.
- 2)
 - a) In the event of the commencement of legal proceedings or there is a conflict of interest **you** have the right to choose **your** own **nominated representative**. **You** must send **the insurer** the name and address of such person before the commencement of any legal proceedings.
 - b) Otherwise, **the insurer** can represent **your** interests and negotiate **your** claim directly or through a **nominated representative** at **the insurer's** entire discretion. If **the insurer** chooses to refer **your** claim to a **nominated representative** **the insurer** shall confirm this in writing to **you** and explain in more detail the work it will undertake.
 - c) When a **nominated representative** is appointed in accordance with a) or b) above **the insurer** will send them a copy of **the insurer's** standard terms of appointment, which must be accepted by the **nominated representative** before commencing any work for **you**. In regards to claims in respect of death or bodily injury, the **nominated representative** must have signed either a **collective conditional fee agreement** or a **conditional fee agreement** with **the insurer**.
 - d) **The insurer** will have direct contact with the **nominated representative**.
 - e) **You** must co-operate fully with **the insurer** and the **nominated representative** and must keep **the insurer** up to date with the progress of the claim.
 - f) **You** must give the **nominated representative** any instructions that **the insurer** requires.
- 3)
 - a) **You** must, at **your** own cost, provide the **nominated representative** with all information, evidence and documents relating to the claim when requested to do so and **you** must meet with the **nominated representative** when reasonably requested to do so.
 - e) **You** must keep the **nominated representative** regularly informed of all developments, co-operate fully in all respects and immediately pass on all correspondence relating to **your** claim, unanswered.
 - f) **The insurer** must have direct access to the **nominated representative** at all times. **You** will provide **the insurer** with all information, evidence, legal advice and documents relating to the legal proceedings in **your** possession or custody or that of the **nominated representative** upon **the insurer's** request.
 - d) **You** must give the **nominated representative** any instructions **the insurer** requires **you** to give without delay.
- 4) **The insurer** may refuse to accept a claim or to continue to make payment to **you** where
 - a) in **the insurer's** opinion
 - i) **you** have not disclosed all material information;
 - ii) **you** have failed to provide **the insurer** or the **nominated representative** with any relevant information and/or supporting evidence; and
 - iii) **your** claim does not have any reasonable prospects of success; or
 - b) in the **nominated representative's** opinion, **your** claim does not have reasonable prospects of success. If **the insurer** refuses to accept a claim or to continue to make payment to **you**, **the insurer** shall give the reason(s) to **you** in writing.
- 5)
 - a) **The insurer** may, at any time, require **you** to obtain, at **your** own expense, an opinion from counsel as to the merits of **your** claim. Payment will be made under this section, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of **your** claim.

- b) In all cases, the onus will be on **you** to demonstrate to the **nominated representative**, or to **the insurer's** own advisers or counsel, (as appropriate) that such reasonable grounds as referred to above exist. **Your** costs of investigation and other **professional fees** relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this section.
- 6) a) **You** must inform **the insurer** of any offer to settle **your** claim. No settlement offer may be accepted without **the insurer's** consent.
- b) If any offer to settle the claim is not accepted by **you**, which equals or exceeds the total damages (including any interest) eventually recovered by **you**, **the insurer** will have no liability in respect of **professional fees** incurred after such refusal, unless **the insurer** has given its written consent to the rejection of the offer.
- c) **The insurer** may, at its sole discretion, elect to pay **you** the amount of damages claimed instead of incurring **professional fees** to satisfy its liability under this section.
- d) Following receipt of the relevant accounts, orders or award of a court or tribunal for **professional fees** to be paid under this section, payment will be made direct to the **nominated representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- e) If **you** withdraw from the legal proceedings without **the insurer's** agreement, cover will cease immediately and **the insurer** shall be entitled to be reimbursed for any **professional fees** previously agreed or paid to **you**, or on **your** behalf, in respect of such legal proceedings.
- 7) **The insurer** can take legal proceedings in **your** name, at **the insurer's** own expense and for its own benefit, to recover any payment made under this section to anyone else. If **you** recover any **professional fees** previously paid under this section from any other party, such **professional fees** must be immediately repaid to **the insurer**.

Additional covers

The **schedule** will state if any of these additional covers apply.

1) Racing and competitions

Contrary to exclusion 13), this section shall include a claim whilst the **pedal cycle** is involved in a race or competition other than

- a) involving BMX, cycle speedway, cyclo cross or mountain biking; or
b) in a velodrome or on a closed indoor or outdoor track.

2) Commuting

Exclusion 14) of this section is deleted.

3) Geographical limits

The **geographical limits** are extended to include **Europe**.

4) Family use

In respect of this section only, the definition of you/your shall include any member of **your** family permanently residing with **you** aged 16 or over.

How to make a claim

Potential claims should be notified to **the insurer** as soon as possible by utilising the contact details noted below. After the claim is accepted the matter may be referred to a suitably qualified and experienced professional person for advice and suggested appropriate further action.

For the purposes of this section, claims are handled on **the insurer's** behalf by Independent Living Group Ltd (ILG). Reference to **the insurer** in this section in relation to the control and handling of any claim **you** may make under this section may refer to either **the insurer** or ILG acting on **the insurer's** behalf.

Contact details of ILG are as follows:

Telephone No: **01476 512191**

Email: **ilgclaims@ilgsupport.com**

in either case quoting "Pedal Power" and **your** Pedal Power Insurance policy number.

Please note that an email response is only provided between 09.00 and 17.00 Monday to Friday (not Bank Holidays). An email received during this period will be responded to the same day.

To help ILG check and improve service standards **your** call may be recorded.