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Key contact details

If **you** need to discuss any aspect of **your** policy with ARAG, wish to discuss or obtain advice about a claim or need legal advice, please use the contact details below.

Claim Team	Tel: 0330 058 0378 If you are involved in an accident that is not your fault you can report a claim by calling the number above. Lines are open 24 hours a day, 365 days a year.

Legal Helpline	Tel: 0330 058 0378 Legal advice on pursuing a claim for personal injury and related losses. The Helpline is open 24 hours a day, 365 days a year. Tel: 0330 058 0378 For advice on personal cycle related matters within the UK and EU (excluding advice on pothole related issues).
Bikmo	Tel: 01244 470 337 - Monday – Friday 8am to 6pm Email: hello@bikmo.com - Whenever convenient, and we'll get back to you as soon as we can.

Definition of words and terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed advisor	The solicitor or other advisor appointed by **us** to act on behalf of **you**.
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 "no-win no-fee".
Conditional fee agreement	A legally enforceable agreement entered into between **you** and **appointed advisor** for paying their professional fees on the basis of "no-win no-fee".
Cycle	Any bicycle, tricycle, tandem or recumbent which is **your** own property or for which **you** are legally responsible and which is normally kept at your home and to which this policy attaches.
Insurer	SCOR UK Company Limited

Legal costs & expenses	1. Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis, and agreed in advance by **us** or Fixed Recoverable Costs. The term "Standard Basis" can be found within the Court's Civil Procedure Rules Part 44. 2. Other side's costs and disbursements where **you** have been ordered to pay them or pays them with **our** agreement.
Period of insurance	The period as shown in **your** insurance policy schedule to which this policy attaches.
Reasonable prospects of success	This means that it is always more likely than not that: • **your** claim or appeal will be successful, and • any judgment being sought by **you** will be enforced.

Territorial limit	The United Kingdom.
We / us / our	ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.
You / your	The insured named in the schedule and all permanent members of that person's household including domestic employees who live at the home.

Main benefits

Main benefits of Cycle Legal Expenses

This policy pays **your** legal costs to claim against the driver or party responsible for an accident involving **you** and **your cycle**, to help **you** get compensation for **your** injuries and any associated losses.

For example, **you** have a legal right to claim back;

- the excess that **you** have to pay under **your cycle** insurance policy;
- the cost of public transport or other reasonable alternative travel expenses that **you** have to pay until **your cycle** is replaced or repaired;
- the costs of rehabilitation.

Who is ARAG?

Information on the provider of this policy

ARAG are part of ARAG SE, a global leader in legal expenses insurance which generates annual premium income in excess of €1.8 billion.

It has always been their vision to enable everyone, not just those who can afford it, to assert their legal rights. With this aim in mind they provide innovative and affordable products to both companies and individuals.

They are committed to providing customers with legal advice and representation throughout a legal problem. They recognise that they will only grow by ensuring that they provide excellent products and an outstanding service to customers.

Legal advice

If you have a legal problem **we** recommend that **you** take advantage of **our** confidential legal advice helpline. Legal advice is available 24 hours a day, 365 days a year.

The advice covers personal cycling-related legal matters within UK and EU law, other than advice relating to general pot hole matters unless **you** were injured as a result of a pot hole accident. Your query will be dealt with by a qualified specialist who is experienced in handling legal matters.

You can get advice by telephoning 0330 058 0378. Use of this service does not constitute reporting of a claim.

The helpline is subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **our** advisors consider that **your** usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

What happens if the insurer cannot meet its liabilities?

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation of up to 90% of the cost of **your** claim in the unlikely event that the **insurer** cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Claims procedure

What you need to do in the event of a claim

If **you** are involved in an accident which is not **your** fault, please contact **us** as soon as possible.

1. Under no circumstances should **you** instruct **your** own solicitor as **we** will not pay any costs incurred without **our** agreement.
2. Lines are open 24 hours a day, 365 days a year for **cycle** claims reporting, please telephone **0330 058 0378**.
3. **We** will require details of the accident and names and addresses of all parties involved including any witnesses.
4. If the advisor believes the accident is not **your** fault, **we** will arrange for a legal expert to contact **you** who will help claim back **your** losses and obtain compensation for any injuries.
5. Ensure that no contact is made with anyone else regarding claiming back **your** losses or compensation for personal injury until **you** hear from **us**.

Privacy Statement

This is a summary of how ARAG collect, use, share and store personal information. To view their full privacy statement, please see their website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation.

	Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with their privacy statement. ARAG may also collect information for other parties such as suppliers we appoint to process the handling of a claim.
Using personal or sensitive information	The reason ARAG collect personal or sensitive information is to fulfil their contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details - https://www.arag.co.uk/cookie-policy/
Keeping personal information	ARAG shall not keep personal information for any longer than necessary.
Your rights	Any person insured by this policy has a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when ARAG will not be able to delete personal data please refer to ARAG's full privacy statement for full details - https://www.arag.co.uk/cookie-policy/

Cycle Legal Expenses

This policy is a contract between **you** and the **insurer**. The policy and schedule shall be read together as one document. Terms that appear in bold type have special meanings. Please read **Definition of words and terms** for more information.

1. When this policy helps	This policy will help **you** if an event which is another party's fault: a. injures or kills **you** whilst on a **cycle**, and b. following a claim **we** have accepted under a. above, damages a **cycle** and/or personal property on or connected to it.
2. How this policy helps	The **insurer** will pay your **legal costs & expenses** up to £250,000 (for all claims arising from or relating to the same original cause including the cost of appeals) subject to all the following requirements being met: a. **you** keep to the terms of this policy and cooperate fully with **us**. b. the accident happens in the **territorial limit**. c. the claim i) always has **reasonable prospects of success**; and ii) is reported to **us** − during the **period of insurance**; and − as soon as possible after the accident.

d. unless there is a conflict of interest, **you** always agree to use the **appointed advisor** chosen by **us** in any claim before proceedings need to be issued.

e. the claim falls under the jurisdiction of a court in the **territorial limit**.

f. **you** enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement** with **us**) where legally permitted.

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 piolicy terms.

3. When this policy does not help

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

1. **legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement
2. a contract
3. defending any claim other than appeals against **you**
4. an accident that happens before the start of the policy
5. fines, penalties or compensation awarded against **you**
6. a group litigation order
7. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
   c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
   d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
   e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **you**.
   f) a dispute where providing cover, payment of any claim or the provision of anby benefit where doing so would breach any sanction, prohibition or restricition imposed by law or regulation.

Policy conditions

Where the **insurer's** risk is affected by **your** failure to keep to these conditions the **insurer** may cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **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. You may choose an appointed advisor if: i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an insured, or b. ii) there is a conflict of interest the **insured** may choose a qualified **appointed advisor** except, where the **insured's** claim is to be dealt with by the Employment Tribunal, **we** shall always choose the **appointed advisor**. c. Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details. Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than we agree to pay a solicitor from **our** panel. (Our panel solicitor firms are chosen with care and we agree special terms with them including rates which may be less than those available from other firms.) d. If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without our written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.
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** reserves the right to 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 if a dispute arises regarding the merits or value of the claim. If the opinion supports **you**, then **you** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right under Condition 6 below.
6. Disputes	If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on page 12 of this policy 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. Fraudulent claims and claims tainted by dishonesty	a. If **you** make any claim which is fraudulent or false, the policy may become void and all benefit under it may be lost. b. **You** shall at all times be entirely truthful and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has: i) affected **our** assessment of **reasonable prospects of success**, and/or ii) prejudiced any part the outcome of **your** claim the **insurer** shall have no liability for **legal costs & expenses**.
8. Other insurance	The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.
9. Cancellation	a. This policy will remain in force unless **you** cancel **your** Bikmo cycle insurance policy. Please refer to **your** Bikmo cycle insurance for details of cancellation rights. When **you** cancel your Bikmo cycle insurance policy this policy shall be cancelled at the same time. Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days written notice to **you**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to: i) where the party claiming under this policy fails to cooperate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim or **our** ability to defend the **insurer's** interests ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff

	or suppliers iii) where **we** reasonably suspect fraud. The **insurer** also reserves the right to withdraw from any claim in the circumstances noted in 9 a.
10. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction	All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.
11. Contracts (Rights of Third Parties) Act 1999	A person who is not insured under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Complaints procedure

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

Customer Relations Department	Tel: 0117 917 1561 9am-5pm, Mondays to Fridays excluding bank holidays Email: customerrelations@arag.co.uk ARAG plc 9 Whiteladies Road Clifton Bristol BS8 1NN If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:
Financial Ombudsman Service (FOS)	Tel: 0800 0234 567 or 0300 123 9123 Email: complaint.info@financial-ombudsman.org.uk Financial Ombudsman Service Exchange Tower

London
E14 9SR

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.