

CYCLER™

Cycle Legal Cover

To make a claim against your policy,
contact our 24/7 claims department on:

0345 543 9942

Available 24/7/365

*The insurance provided by this Policy is underwritten by
Financial & Legal Insurance Company Limited Registered in
England under Company number 03034220. Financial & Legal
Insurance Company Limited is authorised by the Prudential
Regulation Authority and regulated by the Financial Conduct
Authority under firm reference number 202915.*

Welcome to Cyclar Legal Cover

Thank you for choosing Cyclar to provide your Cyclist Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As an Cyclar customer you now have legal expenses insurance to protect you in relation to the legal disputes set out in this Policy and to provide you with other benefits.

A summary of the cover provided by this Policy is shown in your Insurance Product Information Document (IPID).

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us (Financial & Legal Insurance Company Limited) and you (the person shown in the Certificate of Insurance). This is a claims made Policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to What IS Insured and What IS NOT Insured, the Claims Settlement Provisions and Conditions of this Policy, provide you with the insurance and benefits set out in this Policy during the Period of Insurance.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf



Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited

CLAIM HELPLINE

Your call will be answered 24 hours a day. Please note that we may need to arrange a call back if you need specialist legal advice.

To contact the helpline, call: **0345 543 9942** quoting the reference '**Cycle Legal Expenses**'.

THE MEANING OF WORDS IN THIS POLICY

Each of the words or terms shall have a specific meaning which applies wherever they appear in bold type in this Policy.

Appointed Representative:	Means the claim negotiator or the lawyer or other suitably qualified person appointed by Us to act on behalf of the Insured Person , in accordance with Our standard terms of appointment.
Claims Administrator:	Means Winn Solicitors Limited, who are appointed by Us to administer claims on Our behalf.
Costs and Expenses:	Means all necessary and reasonable: <ul style="list-style-type: none">i) Fees, costs, disbursements and expenses charged by the Appointed Representative and agreed by Us.(ii) Opponents' costs in civil cases where the Insured Person is ordered to pay them or where We agree to pay them in pursuing the claim including the costs of any appeal or defending an appeal, provided the Insured Person tells Us within the time limits and provided that We agree to the appeal.
Cycle:	Means a vehicle propelled by peddles, including vehicles assisted by an electric motor belonging to You .
Insured Incident:	An event triggering Our obligation to provide You with an indemnity under the 'What is Insured' section of the Policy.
Insured Person:	Means You and any domestic partner or any family member permanently living with You provided that they have Your permission to claim under this Policy.

Legal Costs:	Charges and disbursements which You have to pay the Appointed Representative for pursuing Your claim.
Legal Proceedings:	Means a legal remedy for compensation.
Policy Claim:	A request by You to be indemnified under this Policy in respect of an Insured Incident .
Reasonable Prospects:	Means that in respect of each claim there is always more than a 50% chance of the Insured Person recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by Us or the Appointed Representative .
Small Claim(s):	Means any claim for death or bodily injury which We determine would be below the value of the small claims limit (applicable at the time of the claim being made) in the small claims court procedure in the County Court for England and Wales or Northern Ireland or the Sheriff's Court in Scotland.
Territorial Limits:	Means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
Third Party:	The opposing party (or parties) in Your Claim (including any prosecuting authority).
Third party Costs:	Costs which the Third Party has incurred as a result of Your Claim.
We, Us, Our:	Means Financial & Legal Insurance Company Limited.
You, Your:	Means the person shown as the Policyholder in the Certificate of Insurance attached to this Policy.

1. WHAT IS INSURED

We will, subject to What IS NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents shown as included in the Certificate of Insurance and which are set out below.

Provided that:

- 1.1. **Reasonable Prospects** exist for the duration of the claim.
- 1.2. The claim is reported to **Us**
 - a. During the Period of Insurance, and
 - b. Immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
- 1.3. The **Insured Person** follows the advice provided to them by **Our** Claims and Helpline Service.
- 1.4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Helpline Service.
- 1.5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Helpline Service.

We will not pay:

- a. In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
- b. The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
- c. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

Legal Costs & Third Party Costs - Claims Other Than Small Claims

After an **Insured Incident**, where **Your** claim is not a **Small Claim**, **We** agree to the extent and in the manner herein set out and subject to the exclusions and general conditions of this Policy, to indemnify **You** in respect of the following:

- 1.1. **Legal Costs.** **We** agree to indemnify **You** in respect of any **Legal Costs** incurred with **Our** prior written agreement upon the conclusion of **Your** Claim (whether by judgment, settlement or otherwise) which:
 - 1.1.1. The **Third Party** has not been ordered and has

- not agreed to pay; or
- 1.1.2. After using reasonable endeavours, are not recovered from the **Third Party**, to the extent that they do not exceed the amount at which they would have been assessed on the standard basis (if the **Third Party** had been ordered to pay them) in accordance with rule 44.4 of the Civil Procedure Rules (or the equivalent provision in any rules which amend or replace them).

This is subject to a maximum limit of £100,000 in respect of each **Insured Incident**.

- 1.2. **Third Party Costs.** **We** agree to indemnify **You** in respect of any **Third Party Costs** which **You** are ordered to pay, or otherwise have become liable to pay with **Our** prior written agreement. This is subject to a maximum limit of £100,000 in respect of each **Insured Incident**.

2. INSURED INCIDENTS

- 2.1 **Recovery of Losses when an Insured Person is involved in an accident which is NOT the Insured Person's Fault**

If a **Cycle** is involved in an accident which is not the fault of the **Insured Person**, **We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** against the party at fault in respect of any one claim for the recovery of losses in relation to the death or bodily injury of the **Insured Person**, together with any other uninsured losses (including damage to the **Cycle**).

3. WHAT IS NOT INSURED

- 3.1. **Small Claim**

Any claim for death or bodily injury which is a **Small Claim**. You can view the current limit(s) at www.financialandlegal.co.uk/smallclaimslimits or call us on 0161 603 2140.

- 3.2. **Prior Claims**

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought

reasonably to have known about before the start of this Policy.

3.3. **Prior Costs and Costs and Expenses we do not Authorise**

Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.

3.4. **Dishonesty, Violence and Fraud**

Any claim:

- a. Involving actual or alleged dishonesty or violence by the **Insured Person**.
- b. Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

3.5. **Judicial Review, Mediation or Arbitration**

Any claim directly or indirectly relating to or resulting from:

- a. A judicial review.
- b. Mediation or arbitration.

3.6. **Bankruptcy, Liquidation or Receivership**

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or where part or all of the **Insured Person's** affairs or properties are in the care or control of a receiver or an administrator.

3.7. **Other Insurance**

Any **Costs and Expenses** which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under such insurance(s).

3.8. **Fines and Penalties**

Fines, damages or other penalties which the **Insured Person** is ordered to pay by a court or other authority.

3.9. **Disputes with Us**

Any claim against **Us**.

3.10. **Proportionality**

Any claim where, in **Our** opinion, the value/amount in dispute is disproportionate to the time and **Costs and Expenses** involved in its pursuit.

3.11. **War Risks**

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000 or damage to property by or under the authority of any government, public or local authority.

4. **CLAIM SETTLEMENT PROVISIONS**

4.1. **Reasonable Precautions**

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts which will result in a claim.

4.2. **When You must report a claim to Us**

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

4.3. **Acceptance of claim**

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**.

If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion shows clearly that there are merits in proceeding.

4.4. **Conduct of the Claim**

(i) **We will be entitled:**

- To have direct contact with the **Appointed Representative**.
- To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**.
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

(ii) **What the Insured Person must do:**

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist.
- Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time and avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy.
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court.
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited at **Our** request.

(iii) **What the Insured Person must not do:**

- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** or the **Appointed Representative**, without **Our** consent.
- Pursue a claim in any way against the advice or instructions from **Us** or the **Appointed Representative**.

- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**.
- Agree to settle any claim on any basis or reject any offer to settle a claim without **Our** consent or the consent of the **Appointed Representative**.

We will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in (ii) and (iii) above.

4.5. Payment instead of pursuing or defending a claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

4.6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom.

4.7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.

Where **We** have agreed someone other than **Our** nominated **Appointed Representative** may act for the **Insured Person**, **We** will not pay any sums in excess of what **We** would have paid to an **Appointed Representative** that **We** would have appointed to undertake the same work, which is currently set at an hourly rate of £125 + VAT.

5. CONDITIONS

5.1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

5.2. Cancellation

You may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser.

We may cancel this Policy at any time provided that **We** give **You** 7 days' notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to, fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy. Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

5.3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

5.4. Subrogation

You will co-operate fully with **Us** and/or the **Appointed Representative** in connection with any proceedings which may be necessary for the purpose of enforcing any rights remedies or obtaining relief or indemnity from other parties to which the Underwriter shall be or would become entitled under its rights of subrogation upon paying or becoming liable to pay any amount under this Policy.

5.5. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

5.6. New Rules

If during the Period of Insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this Policy to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Policy notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

5.7. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

5.8. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any subsequent time.

5.9. Recoveries

We reserve the right, at **Our** own expense, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us**.

5.10. Governing Law

This Policy is subject to the law applicable to **Your** place of residence in the United Kingdom.

5.11. Default by You

If:

- Without **Our** agreement **You** (i) withdraw from any court proceedings or (ii) otherwise fail to prosecute **Your** Claim; or
- **You** do not comply with the conditions of this Policy; or
- **We** consider that **You** have misled **Us** or the **Appointed Representative** in any significant respect; or
- **We** consider that there has been non-disclosure by **You** of any material facts; or
- **You** become bankrupt or are unable to give instructions for any other reason;

We shall be entitled to terminate this Policy and shall not be required to provide any indemnity under it. **We** shall notify **You** in writing accordingly, giving **Our** reasons. **You** shall immediately reimburse **Us** in respect of any indemnity that **We** have already provided. **You** shall also pay **Us** in respect of any further indemnity that **We** consider that **We** are obliged to provide, although **We** shall be released from any obligation to **You** to provide it.

6. HOW TO MAKE A CLAIM

If **You** need to contact **Us** to make a claim **You** can contact **Our Claims Administrator** by calling **0345 543 9942**.

If the claim is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** to act on behalf of the **Insured Person**.

Please note that:

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

7. FINANCIAL SERVICES COMPENSATION SCHEME

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this Policy an Insured Person may be entitled to compensation from the Compensation Scheme.

8. HOW TO MAKE A COMPLAINT

Our aim is to provide a first class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a Complaint about the sale of this Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** in writing to:

Financial & Legal Insurance Company Limited
No.1 Lakeside
Cheadle Royal Business Park
Cheadle
Cheshire
SK8 3GW

By telephone: 0161 492 5812
By email: complaints@financialandlegal.co.uk

Please quote the certificate number on **Your** Certificate of Insurance on all correspondence.

Our staff will attempt to resolve **Your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to **You**. Where this is not possible, **We** will acknowledge **Your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **Our** letter in response to **Your** complaint **You** remain dissatisfied, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at:

Financial Ombudsman Service,
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The use of these facilities does not affect **Your** right to take legal action.

9. DATA PROTECTION

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** Policy of Insurance and/or handle any insurance claim **You** may submit to **Us** under this Policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What We process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name, date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the

following sources:

- **Your** insurance broker
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** Policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

Please read **Your** policy document carefully and keep it in a safe place.

The insurance provided by this Policy is underwritten by Financial & Legal Insurance Company Limited Registered in England under Company number 03034220. Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority under firm reference number 202915.

Cycle Accident Protect Policy

To make a claim against your policy,
contact our 24/7 claims department on:

0345 543 9942

Available 24/7/365