

WELCOME TO YELLOW JERSEY

2024 Ford RideLondon Group Event Insurance Policy Wording



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THANKS FOR INSURING WITH YELLOW JERSEY

This document is a legally binding contract of insurance between **you** (London Marathon Events Limited) and **us**. Complete pre-contractual and contractual information about the product is provided in the **schedule** and the statement of facts. **We** agree to insure **your participants** under the terms, conditions and exceptions contained in this policy wording, the **schedule**. **They** are insured for any liability, loss or damage that occurs during any **period of insurance** for which **they** have paid, or agreed to pay a premium. This insurance is governed by English law.

HOW TO GET IN TOUCH WITH US:

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

SUPPORT QUERIES

0333 003 0046

support@yellowjersey.co.uk

CLAIMS QUERIES

0333 003 0600

claims@yellowjersey.co.uk

HOW TO CLAIM:

- **Your participants** should read the claims section of this policy wording before submitting **their** claim.
- All claims must be submitted via [our online form](#).
- **Our** in-house team of cycling insurance experts will take it from there.
- Remember that it is a condition of **your** policy to provide all information and assistance **we** may require during the course of **our** investigations.
- Failure to do so may result in unnecessary delays and expense being incurred or **your participant's** claim not being paid.

CANCELLATION

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

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

We may cancel a **participant's** cover by sending **them** 7 days' notice to **their** last known address. **We** will refund in full, so long as **they** have not made a claim. If **they** have made a claim, there will be no refund.

COMPLAINTS PROCEDURE

It is the intention to give **your participants** the best possible service but if **they** do have any questions or concerns about this insurance or the handling of a claim **they** should follow the complaints procedure below:

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

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

3. LEGAL EXPENSES (SECTION 8) - Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN | TEL: 0117 917 1561 | EMAIL customerrelations@arag.co.uk (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

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

They may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR | Tel: 0300 123 9 123 | Email: complaint.info@financial-ombudsman.org.uk. The above complaints procedure is in addition to **their** statutory rights as a consumer. For further information about **their** statutory rights contact **their** local authority Trading Standards Service or Citizens Advice Bureau.

DEFINITIONS

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

Accident / Accidental

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

Accessories

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

The following are not accessories:

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

Appointed Advisor

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

Approved Lock

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

- **Pedal cycle(s)** up to the **value** of £1,500 require a Sold Secure Silver lock;
- **Pedal cycle(s)** exceeding a **value** of £1,500 require a Sold Secure Gold or Diamond lock.

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

Bodily injury

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

Collective Conditional Fee Agreement

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

Computer System

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

Conditional Fee Agreement

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

Courier Cycling

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

Cyber Risk

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

Deadbolt

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

! *A spring-loaded latch is not a **deadbolt**. If **they’re** in any doubt, **your participant** please contact **our** support team.*

Extreme Force

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

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

Family

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

Home

The primary residence occupied by **your participant**, at the address shown in **their** event booking form.

Helmets and Clothing

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

Immovable

- a) an object which cannot be undone or removed unless using **extreme force**
- b) an object from which the **pedal cycle** cannot be lifted, either over or under, without having broken the **approved lock**
- c) a securely fixed motor vehicle **pedal cycle** rack, locked to a vehicle, which cannot be undone or removed unless using **extreme force**
- d) a **pedal cycle** rack supplied expressly to secure **pedal cycles**, which cannot be undone or removed unless using **extreme force** including those found at rail stations, city centres and places of work

Insured Location

The locations defined below are the only acceptable locations where **your participant** can keep **their pedal cycle** for more than 12 hours at a time:

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

The following are not approved locations:

- X** *garage en bloc away from **their home***
 - X** *sheds or storage units in **their front garden**, or those easily accessed from the street*
 - X** *shed or outbuildings with any exposed screws which can be removed to gain access*
- c) self-contained, lockable room accessed only by **them** within a hall of residence, boarding school, office or house of multiple occupancy (HMO).
 - d)
 - a privately-accessed pedal cycle storage unit within the immediate boundaries of **their home**, hall of residence
 - boarding school or house of multiple occupancy (HMO)
 - a hallway in a block of flats with lockable access restricted to residents
 - a balcony with lockable entry accessed only by **them** on the second floor or above

The following are not approved locations:

- X** *storage units where **their pedal cycle** is visible from the outside*
- X** *storage units on a public road or pavement*
- X** *any balcony on the ground or first floor*
- X** *any balcony that is easily accessible to anyone other than **them***

	<p>! <i>If your participant is in any doubt, they should contact our support team who will be happy to help.</i></p>
Insured Person	London Marathon Events Limited and their opted in participants .
Legal Costs & Expenses	<p>a) reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the appointed advisor on the Standard Basis and agreed in advance by us or Fixed Recoverable Costs. The term “Standard Basis” can be found within the Court’s Civil Procedure Rules Part 44;</p> <p>b) other side’s costs and disbursements where your participant has been ordered to pay them or pay them with our agreement.</p>
Malicious Damage	Intentional damage caused by a third party.
Participant	An entrant into Ford RideLondon 2024 who has opted into this group policy and agreed to your terms and conditions
Pedal Cycle(s)	<p>Any bicycle, tricycle, tandem or trailer cycle (powered by human pedalling and/or an electric battery with an output not exceeding 250w and 15.5 mph) including all components, equipment upgrades, or cycle related equipment that form part of the pedal cycle and are essential to its operation and which are owned by your participant or for which they are legally responsible.</p> <p>! <i>We cannot cover electric pedal cycles with motors greater than 250w, those that engage the motor without your participant pedalling or those that can be adjusted above 250w by them</i></p>
Period of Insurance	The period for which this policy is in force as shown on the schedule .
Pre-existing condition:	<p>a) any respiratory condition (relating to the lungs or breathing), a heart condition, stroke, Crohn’s disease, epilepsy, allergy, or cancer for which your participant have ever received treatment (including surgery, tests or investigations by a doctor or a consultant/ specialist or prescribed medication);</p> <p>b) any psychiatric or psychological condition (including anxiety, stress and depression) for which they have suffered which they have received medical advice or treatment or been prescribed medication for in the last five years;</p> <p>c) any medical condition for which they have received surgery, in-patient treatment or investigations in a hospital or clinic within the previous 12 months or for which they are prescribed medication;</p> <p>d) any disease, illness or injury they are aware of but for which they have not had a diagnosis.</p>

Reasonable Prospects of Success

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

Schedule

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

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000.

Sum Insured

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

Terrorism

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

- a) is committed for political, religious, ideological or similar purposes; and
- b) is intended to influence any government or to put the public, or any section of the public, in fear; and
- c) involves violence against one or more persons; or
 - involves damage to property; or
 - endangers life other than that of the person committing the action; or
 - creates a risk to health or safety of the public or a section of the public; or
 - is designed to interfere with or to disrupt an electronic system.

They / Them / Their

Your participants

Value

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

- a) new or second hand **pedal cycles** are valued at the price **your participant** paid, including the sum of any parts or upgrades which **they** purchased and which form part of **their pedal cycle**;
- b) new or second hand **pedal cycle accessories, helmets and clothing** are valued at the price **they** paid;
- c) vintage or antique **pedal cycles** and **accessories**, which are of particular worth due to their age, style or collectability, are valued at the sum shown in any valuation **they** provide to **us**, provided that such valuation is less than three years old and has been provided by a vintage cycle retailer or other suitably

	<p>qualified valuation expert. If they are unable to provide photos documenting the condition of the pedal cycle at the time of the valuation, they must accept our valuation;</p> <p>d) <u>heavily discounted bikes</u> will be valued at the price paid. If they've added parts to this since, these will be valued in addition, at the price paid;</p> <p>e) <u>custom builds</u> are valued at the price they paid for the sum of all the parts, including reasonable labour costs;</p> <p>f) <u>ex-demo, ex-display or ex-team pedal cycles</u>, are valued at the price they paid, including any parts or upgrades they've added;</p> <p>g) for <u>prize or gifted new pedal cycles</u>, new accessories or new helmets and clothing, are valued at RRP at the time of receipt. They must keep evidence of the RRP and evidence of gifting. Any parts or upgrades should be added on top;</p> <p>h) <u>gifted second hand or used</u> should be agreed with us in advance of the inception of their policy. If they think it may be close to our £5,000 limit otherwise we reserve the right to apply our view of value based on the pedal cycle's condition and current market value, or refuse the claim if the pedal cycle is worth more than £5,000.</p>
Unattended	Whilst the pedal cycle is not being ridden or held by your participant or an adult who is entrusted with its safekeeping, for any period of time.
United Kingdom, UK	England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
We/Us/Our	The insurers named in the schedule of insurance. For sections 1-7, this refers to Yellow Jersey on behalf of AWP P&C SA (whose insurance is administered by AWP Assistance UK Ltd trading as Allianz Assistance). Section 8 refers to ARAG plc on behalf of SCOR UK Company Limited.
You/Your	London Marathon Events Limited

WHAT YOUR PARTICIPANTS ARE COVERED FOR

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

PERIL	LIMIT	INCLUDED?	EXCESS
Pedal Cycles	Up to £5k value (pedal cycles with a value greater than £5k are not insured)	Yes	10% of the claim, minimum per claim £200
Public Liability	£2m	Yes	No excess
Accessories	Up to £500	Yes	£50 per claim
Helmet & Clothing	Up to £500	Yes	£50 per claim
Cycle Hire	Up to £300	Yes	No excess
Event Entry Fee	Up to £200	Yes	No excess
Legal Expenses	Up to £100k	Yes	No excess
Personal Accident	Up to £25k	Yes	No excess

TYPES OF RIDING	INCLUDED?	WHERE	HOW LONG
Leisure	Yes	UK only	4 days – 26 th to 29 th May 2024
Commuting	Yes	UK only	4 days – 26 th to 29 th May 2024
Sportives	Yes	UK only	4 days – 26 th to 29 th May 2024
Racing / Competition	No	NA	NA

SECURITY GUIDE

Locks and security are a crucial aspect of any **pedal cycle** insurance policy. To make it as easy as possible to understand **our** security criteria, **we've** included this handy guide and illustrations.

Your participants must still refer to the relevant theft sections for the full terms and conditions.

PEDAL CYCLE LOCKS

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



! REMEMBER

- For **pedal cycles** over £1,500, **your participants** must use a Sold Secure Gold, or Diamond rated lock.
- For **pedal cycles** £1,500 or under, **they** can use a Sold Secure Silver lock.
- **We** cannot accept any **pedal cycle** lock that isn't rated by Sold Secure
- Accessory cables supplied with D-locks are not approved locks.
- Flexi-cable or combination locks are not **approved locks**.
- **Your participants** must not leave **their pedal cycle unattended**; it must be ridden by **them**, held by **them**, or locked up by **them**

✓ GETTING IT RIGHT

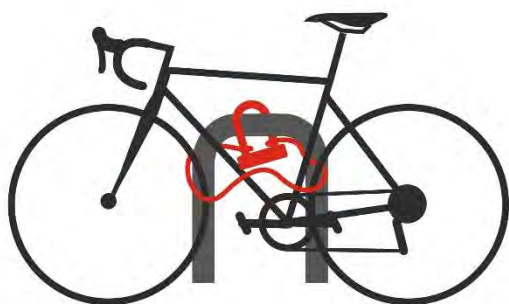


Secure the **approved lock** through the frame and both wheels to an **immovable object**



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

✗ GETTING IT WRONG



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



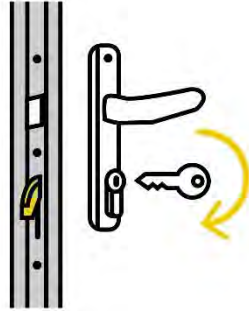
The D-lock is only securing the wheel. The frame must be secured to an **immovable object**.

HOME, SHEDS, OUTBUILDINGS AND GARAGES

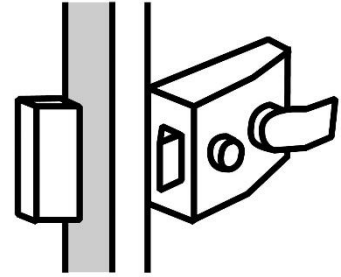
When **we** refer to **deadbolts** for **their** house, flat, shed, garage or outbuilding, this must be a lock that can only be locked by turning a key. **We** cannot accept sprung or night latches to secure any external doors.



✓ Approved Deadbolt

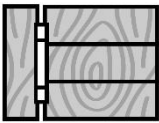
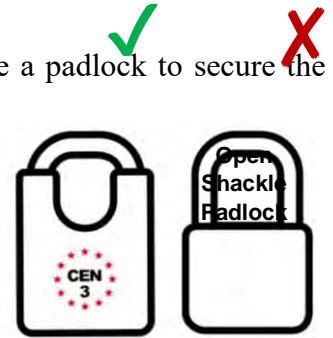


✓ Approved Deadbolt



✗ Unapproved Latch Lock

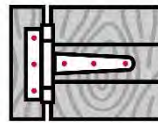
Sometimes sheds or outbuildings don't have **deadbolts**, and that's fine. If **they** use a padlock to secure the doors, this must be a closed shackled padlock, with a CEN 3 rating or higher. There must not be any screws on the structure or door that can be removed to gain access.



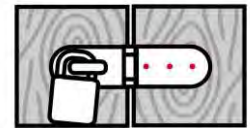
✓ Security Hinges
(no exposed screws)



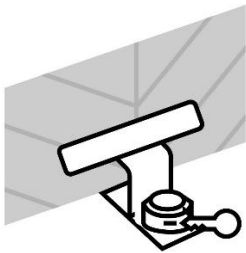
✓ Hasp and Staple
(no exposed screws)



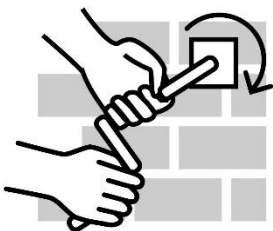
✗ Unsecured Hinge
(exposed screws)



✗ Unsecured Latch
(exposed screws)



✓ Door Defender



✗ No external override

Garage Doors

We get lots of questions about electric or 'up and over' garage doors. They're very convenient but also very straightforward to gain access to by forced entry. **We've** tried to standardise and simply our approach to these types of doors.

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

Secured by Design



Police Preferred Specification

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

HOW SHOULD I VALUE MY BIKE?

Other insurers may have differing views on how to value items. **Your participants** may have even had a different cycling insurance policy in the past. With **their** 2024 Ford RideLondon policy, **we** can only insure **pedal cycles** with a **value** up to £5,000. If **their pedal cycle** is worth more than this, **we** cannot insure it. If in doubt, **your participants** should contact **our** friendly support team who will be able to help.

We have a consistent valuation method. **Our** examples below might help **your participants** if **they're** unsure after reading the definitions.

A FEW VALUATION SCENARIOS WHEN BUYING A BIKE FROM NEW

Q1	I purchased my bike for £5,000 from a retailer in 2016 and have had no upgrades since; can I purchase this policy?
A	Yes. The value will be £5,000, i.e. the price you paid for it.
Q2	I purchased my bike for £5,000 from a retailer in 2018 and then spent £1,800 upgrading the wheels and saddle in 2019; can I purchase this policy?
A	No. This bike is valued at £6,800. You should consider a more bespoke policy for the event, or purchase year round cover. Our support team will be able to advise here.
Q3	I purchased a bike worth £6,000 RRP for £4,500 in a sale; can I purchase this policy?
A	Yes. The value would be capped at £4,500. The invoice should show the discounted price.
Q4	I was gifted a bike worth RRP £3,000 in 2019; can I purchase this policy?
A	Yes. This would be valued at £3,000. This also includes if you won the bike as a prize in a competition. ! Remember to keep proof of the prize or evidence it was gifted.
Q5	I purchased an antique bike ridden by Eddy Merckx for £5,000 in 2012; can I purchase this policy?
A	Yes. In this instance, we would require photos of the bike and a copy of the valuation letter less than three years old to verify the value.
Q6	I built a bike up myself from parts. I paid a total of £4,500 for the frameset, wheelset groupset and finishing kit from various sources; can I purchase this policy?
A	Yes. The value would be £4,500.

A FEW VALUATION SCENARIOS WHEN BUYING A USED BIKE

Q1	I purchased a bike from a friend for £750; can I purchase this policy?
A	Yes. The value would be £750 in the event of a claim. ! <i>Remember to keep a copy of the receipt or transfer of ownership</i>
Q2	I bought a bike for £4,000 on eBay, and then purchased a brand new wheelset for £2,000; can I purchase this policy?
A	No. Your bike is valued at £6,000. You should consider a more bespoke policy for the event, or purchase year round cover. Our support team will be able to advise here.
Q3	My Aunt gifted me a second-hand bike; can I purchase this policy?
A	It depends on how much your Aunt paid for it. If she paid more than £5,000 then no. ! <i>If you don't know the price she paid, you speak to our support team to double check.</i>
Q4	My brother gifted me a second-hand bike, and I've since spent £2,500 upgrading the groupset and wheelset; can I purchase this policy?
A	It depends on the combined value of the entire bike. ! <i>If you're in doubt, confirm the value with our support team.</i>
Q5	I paid £4,500 for an ex-display bike, but it's worth £6,000 RRP; can I purchase this policy?
A	Yes. The value would be £4,500 in the event of a claim.

CLAIMS

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

HOW TO CLAIM

If **your participants** need to claim, **they** can complete the form [on our website](#). Once **they** have submitted the information, **our** expert claims team will take it from there.

HOW WE CHOOSE TO SETTLE CLAIMS

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

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

IT'S UP TO US

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

WHAT WE'LL PAY

TOTAL LOSS

- **Pedal cycles** are limited to the £5,000 or the **pedal cycle's value**, whichever is less.
- **Accessories** are limited to the price **your participant** paid, capped at £500.
- **Helmet and clothing** is limited to the price **they** paid, capped at £500.

PARTIAL LOSS

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

PHYSIO & DENTAL

- **We** will pay for a maximum of 10 sessions within 90 days of the date **they** first became aware of the **accident** that caused **your participant's** injury, capped at £500. **We** will reimburse for all costs after the 90 day period has ended, or the course of treatment has ended, whichever is sooner.

PEDAL CYCLES OVER £5,000

If **your participant's pedal cycle value** is greater than £5,000 it is not insured under this policy and no payment can be made in the event of a claim for that **pedal cycle**. **Your participant** should purchase a more suitable policy; **our** support team can help here.

YOUR PARTICIPANTS' EXCESS

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

WHEELSETS AND GROUPSETS

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

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

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

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

CYCLING EXCLUSIONS

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

WE WON'T PAY IF:

PROOF OF OWNERSHIP

- ✗ **your participant** cannot provide the receipts (purchase date, the price paid, details of items, name and address of a seller) for **their**:
 - **pedal cycle, accessories, helmet & clothing**
 - **approved lock**
 - padlocks
 - emergency **pedal cycle** hire
 - race entry
 - physio or dental costs

NOTIFICATION

- ✗ **your participant** submits **their** claim more than 7 days after the incident that caused **them** to claim
- ✗ **they** have not reported the theft to the police within 24 hours of discovering **their pedal cycle** is stolen
- ✗ **they** have not reported damage or theft to an airline within 24hrs of noticing the loss

USAGE, DAMAGE & INJURY

- ✗ the **pedal cycle** is being used by anyone other than **your participant**
- ✗ **they** are using or riding **their pedal cycle** outside of the **period of insurance**
- ✗ **they** leave a **pedal cycle** somewhere other than an **insured location** for more than 12 consecutive hours
- ✗ **they** are riding a **pedal cycle** for which **they** are not legally responsible
- ✗ **they** are using the **pedal cycle** for any form of race or competition, other than Ford RideLondon
- ✗ **they** are using or riding a **pedal cycle** with a **value** greater than £5,000
- ✗ **they** cannot reasonably explain how and when the damage or **accident** occurred
- ✗ **their** damage claim does not involve **accidental damage** to the **pedal cycle**
- ✗ **they** are performing stunts
- ✗ **they** are a professional cyclist (unless referred and agreed by **us** in advance)
- ✗ **they** are cycling for business, other than commuting to and from work (unless referred and agreed by **us** in advance)
- ✗ **they** have committed any unlawful acts whilst in control of **their pedal cycle**
- ✗ damage caused by a professional delivery or courier company, unless securely packed in a metal, plastic, carbon fibre bike box or fabric bag with internal support, and a receipt obtained
- ✗ loss or damage if **they** have sold the **pedal cycle**, or have agreed to sell the **pedal cycle**, including during delivery of the **pedal cycle** to a new owner
- ✗ **they** have failed to maintain the **pedal cycle** in accordance with the manufacturers' advice

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

THEFT OR LOSS

- X **your participant** cannot reasonably explain how and when the theft or loss occurred
- X **their pedal cycle, accessories, helmet or clothing** is stolen outside the **period of insurance**
- X **they** leave a **pedal cycle** somewhere other than an **insured location** for more than 12 consecutive hours
- X **their pedal cycle** is stolen within walking distance of **their home** whilst **unattended** for more than 1 hour, unless stored in an **insured location** (house, flat, shed, garage etc)
- X **they** loan or hire the **pedal cycle** to anyone
- X the **pedal cycle** is stolen by someone entrusted with it
- X the lock **they** used is not an **approved lock**, which includes not using a lock suitable to the **cycle value** of **their pedal cycle**
- X **they** cannot demonstrate entry was gained by force, with visible damage to the fabric of the building or vehicle at the point of entry, the **immovable** object or the **approved lock**
- X a delivery or courier company (other than an airline) is responsible for **their pedal cycle** at the time of the loss
- X loss or damage if **they** have sold the **pedal cycle**, or have agreed to sell the **pedal cycle**, including during delivery of the **pedal cycle** to a new owner
- X unlocked wheels, **cycle accessories, helmet and clothing** are stolen, unless the whole **pedal cycle** is stolen in the same incident
- X if **their approved lock** does not directly attach the frame to an **immovable** object where required

GENERAL INSURANCE EXCLUSIONS

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

This policy will never cover the following:

- X claims for **pedal cycle** with a **value** greater than £5,000
- X any claim from the usage of a **pedal cycle** from anyone other than **your participant**
- X natural disasters
- X financial default
- X epidemic or pandemic
- X **cyber risks** of any kind
- X pollution or threat of pollutant release
- X war, invasion, **terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power
- X ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
- X radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- X pressure waves from aircraft or other aerial devices travelling at supersonic speeds
- X solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered doctor, or drugs which have been prescribed by a registered doctor and not those prescribed for drug addiction
- X suicide attempted suicide or deliberate injury to **themselves** or putting **themselves** in unnecessary danger (unless trying to save human life)

SECTION 1 – ACCIDENTAL OR MALICIOUS DAMAGE

WE WILL COVER YOUR PARTICIPANTS FOR:	WE WILL NOT COVER THEM FOR:
<ul style="list-style-type: none">✓ their pedal cycle up to £5,000 against accidental or malicious damage✓ their accessories up to £500 for accidental or malicious damage✓ their helmet & clothing up to £500 for accidental or malicious damage	<ul style="list-style-type: none">✗ any of the cycling exclusions✗ pedal cycles with a value greater than £5,000✗ accidental damage without a reasonable explanation✗ malicious damage for unattended pedal cycles unless they have adhered to our security requirements✗ claims for a frame or wheelset unless there are visible signs of structural damage✗ any marring, scratching, denting, cosmetic damage or wear & tear✗ consequential losses arising from an uninsured event or damage✗ any costs incurred by them which have not been authorised by us

HELP US APPROVE YOUR DAMAGE CLAIM:

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

1

PHONES AND WATCHES

We will cover **their** smart phone or smart watch if it is damaged when being used to record the GPS of the ride. If it's just in **their** pocket, and is incidental to **their** cycling, **we** can't.

2

PROOF OF OWNERSHIP

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

3

WHAT IS AN ACCIDENT?

They must be riding or using **their pedal cycle** at the time, and notice the damage being caused to **them** or **their pedal cycle**.

IF YOUR PARTICIPANTS ARE INVOLVED IN AN ACCIDENT:

1

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

2

They must always exchange details with the other drivers/cyclists, including names, addresses, registration numbers and insurer names and policy numbers.

3

If **they** have a camera available, and it is safe to do so, take photos of the vehicle positions before they are moved and the vehicle damage, as they may assist with establishing liability.

4

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

5

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

6

They must ensure **their** claim is submitted to Yellow Jersey Claims via the online client area within 7 days.

7

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

SECTION 2 – THEFT FROM AN INSURED LOCATION

WE WILL COVER YOUR PARTICIPANTS FOR

Theft of **their pedal cycle, accessories, helmet and clothing** when stored in the following **insured locations** and **they** have adhered to **our** security requirements:

LOCATION A	SECURITY REQUIREMENTS FOR LOCATION A
<p>✓ within their home or temporary holiday accommodation</p> <p>! <u>This section does not refer to:</u></p> <ul style="list-style-type: none"> — domestic garages, outbuildings and sheds (see location B) — houses of multiple occupancy (HMOs) – (see location C) <p>! Pedal cycles left unattended for <u>more than 1 hour</u> outside anywhere within walking distance of their home are not covered for theft, unless stored in an insured location.</p>	<ul style="list-style-type: none"> 🔒 all external security devices (e.g. window locks and alarms) must be in operation and every exit door must be secured with a deadbolt 🔒 they must not leave the home unoccupied for more than 30 consecutive days without spending a night there 🔒 they must not leave their pedal cycle outside within walking distance of their home for <u>more than 1 hour</u>
LOCATION B	SECURITY REQUIREMENTS FOR LOCATION B
<p>✓ a locked domestic garage, locked outbuilding or locked shed within the boundaries of their home or temporary holiday accommodation, accessed only by them, their family or persons residing with them</p> <p><u>The following are not approved locations:</u></p> <ul style="list-style-type: none"> ✗ garage en bloc away from their home ✗ sheds in their front garden or those easily accessed from the street ✗ sheds or outbuildings with any exposed screws that can be removed to gain access <p>! Pedal cycles which are unattended for <u>more than 1 hour</u> within their front garden, or within walking distance of their home are not covered for theft.</p> <p>! If your participants are in any doubt about their garage, shed or outbuilding, they should contact our support team.</p>	<ul style="list-style-type: none"> 🔒 <u>IF</u> all external doors are secured by a deadbolt or a CEN Grade 3 closed shackle padlock, or all garage doors are approved by the company “Secure by Design”, pedal cycles do <u>NOT</u> need to be locked to an immovable object 🔒 <u>OTHERWISE</u> pedal cycles must be secured through the frame, with an approved lock, to an immovable object within the structure 🔒 IN ADDITION to external security requirements above, every pedal cycle valued over £1,500 stored in a <u>wooden shed or outbuilding</u>, must be secured through the frame by an approved lock to an immovable object 🔒 garage doors must <u>not</u> have an external override 🔒 sheds or outbuildings must not have any exposed screws which can be removed to gain access 🔒 they must not leave the home unoccupied for more than 30 consecutive days without spending a night there 🔒 they must not leave their pedal cycle in a shed or storage unit in their front garden for any period of time

LOCATION C	SECURITY REQUIREMENTS FOR LOCATION C
<p>✓ a self-contained lockable room accessed only by your participant within a university hall of residence, boarding school, office or house of multiple occupancy (HMO)</p>	<ul style="list-style-type: none"> 🔒 all external security devices must be in operation e.g., they need to lock their final exit doors, and put their alarm on (if they have one) 🔒 they must not leave the room unoccupied for more than 30 consecutive days without spending a night there 🔒 they must not leave their office unoccupied for more than 30 consecutive days without spending a working day there
LOCATION D	SECURITY REQUIREMENTS FOR LOCATION D
<ul style="list-style-type: none"> ✓ a privately-accessed pedal cycle storage unit within the immediate boundaries of their home, hall of residence, boarding school or house of multiple occupancy (HMO) ✓ a hallway in a block of flats with lockable access restricted to residents ✓ a balcony with lockable entry accessed only by them on the second floor or above <p><u>The following are not approved locations:</u></p> <ul style="list-style-type: none"> ✗ storage units where their pedal cycle is visible from the outside ✗ storage units on a public road or pavement ✗ any balcony on the ground or first floor ✗ any balcony that is easily accessible to anyone other than them 	<ul style="list-style-type: none"> 🔒 pedal cycle(s) must be secured through the frame by an approved lock to an immovable object within the <u>storage unit</u> or <u>hallway</u> 🔒 the pedal cycle must not be visible from the outside of the <u>storage unit</u> 🔒 entry to the <u>storage unit</u> must only be gained via the door, gate or lid lock, with lockable access restricted to those who keep bikes within it. 🔒 it must not be possible to climb under or over the <u>storage unit</u> to gain access 🔒 they must not leave the accommodation unoccupied for more than 30 consecutive days without spending a night there ! If your participants are in any doubt about their storage unit, they should contact our support team.

HELP US APPROVE YOUR THEFT CLAIM:

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

1

ACCESSORIES

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

2

ACCESSORY CABLES SUPPLIED WITH D-LOCKS

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

3

BIKE HANGARS

There is a big difference in the quality of storage units; some are much less secure than others and are not approved by **us**. If **your participants** are in any doubt about **their** storage unit, they should contact **our** support team.

4

DEAD BOLTS

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

5

EBIKES

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

6

IMMOVABLE OBJECTS

Your participants must choose **their immovable** object carefully. A thief would require heavy machinery to break an **immovable** object, not just a spanner or a knife.

7

LOCK THE FRAME

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

8

PROOF OF OWNERSHIP

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

9

SOLD SECURE

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

SECTION 3 - THEFT AWAY FROM AN INSURED LOCATION

WE WILL COVER YOUR PARTICIPANTS IF:	WE WILL NOT COVER THEM FOR:
<ul style="list-style-type: none">✓ they are riding or holding their pedal cycle✓ their pedal cycle is locked to an immovable object through the frame with an approved lock for less than 12 consecutive hours✓ their pedal cycle is temporarily locked within a vehicle for less than 12 hours since they last drove it, providing all security devices in operation and windows shut✓ their pedal cycle is lost or stolen when with an airline and they report it to the airline within 24 hours of discovering the loss	<ul style="list-style-type: none">✗ any of the cycling exclusions✗ pedal cycles with a value greater than £5,000✗ theft of their pedal cycle when unattended and not locked with an approved lock✗ theft from a vehicle unless all doors and windows are shut, and all security devices are in operation. If there is a deadbolt, this must be used too <p>! Your participant's pedal cycle either needs to be ridden, held or locked by them when out and about. If someone pinches their pedal cycle when their back is turned whilst getting a coffee, we cannot cover that.</p>

HELP US APPROVE THEFT CLAIMS WHEN OUT AND ABOUT:

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

1

ACCESSORY CABLES SUPPLIED WITH D-LOCKS

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

2

BIKE HANGARS

When locked up away from an **insured location**, hangars are simply an **immovable** object and must only be left for up to 12 hours at a time.

3

CHECKING ON THEIR BIKE

They can't leave **their pedal cycle** in one place for prolonged periods, but come back to check on it every 12 hours. Thieves know it's there, and they will likely return to steal it.

4

DETACHABLE ACCESSORIES

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

5

EBIKES

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

6

IMMOVABLE OBJECTS

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

7

IN A VEHICLE

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

8

ON A VEHICLE

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

9

LOCK THE FRAME

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

10

OUTSIDE THEIR HOME

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

11

PROOF OF OWNERSHIP

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

12

SOLD SECURE

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

13

UNATTENDED

If a thief can ride off with **their pedal cycle** without **them** noticing or intervening, **they** are not attending to it. **They** should either be riding or holding **their pedal cycle** when out and about, including at Ford RideLondon. Or lock it up. If someone pinches **their** unlocked **pedal cycle** when **their** back is turned whilst getting a coffee, we cannot cover that.

SECTION 4 – PERSONAL ACCIDENT

WE WILL COVER YOUR PARTICIPANTS FOR:	WE WILL NOT COVER THEM FOR:
<p>Injuries they sustain in an accident whilst they are using their pedal cycle up to the sums below:</p> <ul style="list-style-type: none">✓ loss of limb being the physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet - £10,000✓ total and irrecoverable loss of sight in both eyes - £10,000✓ death - £10,000✓ Permanent Total Disablement which entirely prevents them from attending to any remunerative occupation following a medical review 12 months after the date of disablement - £25,000✓ physiotherapy - £500✓ dental costs - £500	<ul style="list-style-type: none">✗ any of the cycling exclusions✗ any medical costs, other than physiotherapy or dental costs✗ any physiotherapy or dental costs without written advice from a medical practitioner advising that they receive private treatment rather than utilising care provided by the National Health Service✗ any physiotherapy or dental costs incurred more than 3 months after the accident✗ any cosmetic, elective or aesthetic dental treatment✗ injuries sustained by any person aged under 16✗ injuries which occur while they are under the effects of drugs or alcohol at the time of the accident✗ their death which occurs more than 30 days after the accident✗ more than one benefit under this section of cover during any one period of insurance

IMPORTANT INFORMATION FOR PERSONAL ACCIDENT CLAIMS:

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

1

PRE-EXISTING CONDITIONS

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

SECTION 5 – PUBLIC LIABILITY

WE WILL COVER YOUR PARTICIPANTS FOR:	WE WILL NOT COVER THEM FOR:
<ul style="list-style-type: none">✓ up to £2,000,000 to cover their legal liability for damages they have to pay which arises from their use of or ownership of a pedal cycle if someone makes a claim against them during the period of insurance for:<ul style="list-style-type: none">— accidental death or illness of, or bodily injury to, any person— accidental loss of or damage to property✓ for any costs, expenses, and legal fees to defend them, if we have agreed this in writing	<ul style="list-style-type: none">✗ legal liability in the United States of America or Canada or their dependencies or trust territories✗ legal liability arising out of the use or ownership of a pedal cycle by anyone other than them✗ liability arising from loss or damage to property, which belongs to them or is in their care, custody or control✗ where they are entitled to indemnity from another source✗ any liability arising from their courier cycling✗ when punitive, exemplary or aggravated damages are awarded against them✗ any liability for bodily injury, loss or damage to their employees or members of their family or household or to their property✗ anyone being carried on the pedal cycle other than them

IMPORTANT INFORMATION FOR LIABILITY CLAIMS:

- 1 Always exchange details with the other drivers/cyclists, including names, addresses, registration numbers and insurer names and policy numbers.
- 2 Obtain witness details, including those of passengers in any vehicle involved.
- 3 If **they** have a camera available, and it is safe to do so, take photos of the vehicle positions before they are moved and the vehicle damage, as they may assist with establishing liability.
- 4 Do not discuss whose fault the **accident** was or accept any responsibility.
- 5 If anybody is injured or **they** do not exchange details at the scene, then report the matter to the police within 24 hours.
- 6 Do not answer directly any correspondence received from any representatives of the other parties involved.
- 7 Ensure **their** claim is submitted to Yellow Jersey Claims via the online client area within 7 days.
- 8 All incidents, no matter how minor they may seem should be reported.

SECTION 6 – REPLACEMENT PEDAL CYCLE HIRE

WE WILL COVER YOUR PARTICIPANTS FOR:	WE WILL NOT COVER THEM FOR:
<ul style="list-style-type: none">✓ hire costs up to £75 per day, up to a limit of £300 per policy, for an equivalent pedal cycle, after their claim has been approved if their pedal cycle:<ul style="list-style-type: none">— is being repaired or replaced following accidental damage— fails to arrive at a venue outside of the United Kingdom due to a delay by a carrier— is damaged whilst outside of the United Kingdom	<ul style="list-style-type: none">✗ for any of the cycling exclusions✗ if they have not made reasonable attempts to agree the hire costs with us first✗ for any subsequent costs associated with them refusing a hired pedal cycle✗ for any hire costs after we settle their claim

HELP US APPROVE YOUR HIRE CLAIM:

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



HIRE COSTS

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

SECTION 7 - EVENT WITHDRAWAL

WE WILL COVER YOUR PARTICIPANTS FOR:	WE WILL NOT COVER THEM FOR:
<ul style="list-style-type: none">✓ if they (the intended participant) need to withdraw from 2024 Ford RideLondon due to sudden, unexpected and unforeseeable injury that occurs after they entered the event, which prevents them from reasonably taking part✓ for the non-refundable event entry cost, less any refunds applicable at the time of the injury, for one event per period of insurance up to £200	<ul style="list-style-type: none">✗ if they change their mind or have a change of plans✗ if they were aware of the injury or incident that forces them to withdraw, prior to entering✗ if they cannot provide a medical report to justify their claim, dated within 72 hours of the injury or cancellation✗ if the event organiser cancels, postpones or reschedules the event✗ for claims for fertility or pregnancy-related reasons, unless they suffer complications✗ for claims due to any Government intervention

IMPORTANT INFORMATION FOR EVENT CLAIMS:

We are here to help and we've got **your participants'** backs! Below are some common reasons we've had to decline event withdrawal claims.

1

EVENT CANCELLATION

If the event organiser cancels the event, **they** need to contact them for reimbursement. This is not covered under **their** policy.

2

PRE-EXISTING CONDITIONS

We cannot cover **their** entry fee if **they** withdraw due to a niggle, injury or illness that **they** were aware of before **they** paid to enter that event.

SECTION 8 – LEGAL EXPENSES

WE WILL COVER YOUR PARTICIPANTS FOR:

- ✓ This policy will help **them** if an event which is another party's fault:
 - damages **their pedal cycle** and/or personal property in or on it, and/or;
 - injures or kills **them** whilst on **their pedal cycle**
- ✓ The **insurer** will pay **their legal costs & expenses** up to £100,000 (for all claims arising from or relating to the same original cause including the cost of appeals) provided that:
 1. **they** have paid the insurance premium
 2. **they** keep to the terms of this policy and cooperate fully with **us**
 3. the **accident** happens in the **territorial limits**
 4. the claim:
 - i. always has **reasonable prospects of success**
 - ii. is reported to **us**:
 - during the **period of insurance**
 - as soon as possible after the **accident**
 5. unless there is a conflict of interest, **they** always agree to use the **appointed advisor** chosen by **us** in any claim:
 - i. to be heard by the **small claims court**, and/or;
 - ii. before proceedings need to be issued
 6. the claim falls under the jurisdiction of a court in the **UK**
 7. **they** enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

WE WILL NOT COVER THEM FOR:

- The **insurer** will not cover any claim arising from or relating to:
- ✗ **legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement
 - ✗ a contract
 - ✗ defending any claim other than appeals against **them**
 - ✗ an **accident** that happens before the start of the policy
 - ✗ fines, penalties or compensation awarded against **them**
 - ✗ a group litigation order
 - ✗ a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

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

IMPORTANT INFORMATION ABOUT LEGAL EXPENSES CLAIMS:

1

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

2

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

3

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

CONDITIONS THAT APPLY TO SECTION 8 -LEGAL EXPENSES

Where the **insurer's** risk under this policy has increased due to **their** failure to keep to these conditions the **insurer** can cancel **their** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from **them** if this happens.

1. Your participants' responsibilities

They 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 **their** name, any claim

2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2. b) below, **they** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) If **we** agree to start proceedings or there is a conflict of interest, **they** may choose a suitably qualified **appointed advisor**. Unless there is a conflict of interest, this right does not apply where **their** claim is to be dealt with by the **small claims court**, and **we** shall choose the **appointed advisor**.
- c) Where **they** wish to exercise **their** right to choose, **they** should write to **us** with **their** preferred representative's contact details.
- d) If **they** dismiss the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses to continue acting for **they** with good reason, the cover will end immediately.
- e) **We** reserve the right to appoint another appointed representative in accordance with 2. b) and c) above.

3. Consent

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

4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of **their** claim.
- b) **They** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If **they** refuse to settle the claim following advice to do so from the **appointed advisor** the **insurer** may refuse to pay further **legal costs & expenses**.

5. Barrister's opinion

We may require **them** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports **them**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **them** and **us**. This does not affect **their** right under Condition 6 below.

6. Disputes

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

7. Cancellation

They may cancel this Section of the policy only if **they** cancel **their** policy in its entirety.

GUIDANCE NOTES

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

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

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

Section 8 Legal Expenses is administered by ARAG plc under a binding authority agreement with the insurer SCOR UK Company Limited.

SEVERAL LIABILITY NOTICE

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

FINANCIAL SERVICES COMPENSATION SCHEME

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

DATA PROTECTION NOTICE (SECTIONS 1-7)

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

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

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

DATA PROTECTION NOTICE (SECTION 8 - LEGAL EXPENSES ONLY)

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

FRAUD PREVENTION AND DETECTION

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

Their insurance cover details may be added to the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and the Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers. It is a condition of **your** policy that **they** must tell **us** about any incident (such as **accident** or theft) whether or not it gives rise to a claim as soon as possible. **We** will pass information relating to it on to these Agencies. If **they** or anyone acting on **their** behalf gives **us** false or inaccurate information and **we** suspect fraud, all benefits under this policy will be void. The matter will be recorded with the above Agencies and pursued in accordance with the law.

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

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