

# LEGAL EXPENSES BOOKLET



## BICYCLE UNINSURED LOSS RECOVERY PROFESSIONAL FEES POLICY

**Important notice regarding the operation of this policy.**

**Failure to comply with these terms could mean that we decline to pay your claim**

- All potential claims must initially be reported to **Our** appropriate Claims Helpline Service (shown below), which operates 24 hours a day, 365 days a year in respect of legal issues.

### **Legal Claims Notification & Advice Helpline Service - 01384 884066**

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

- This is a policy where **You** must notify **Us** during the period of insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **We** decline to pay a claim for **Your Professional Fees**.
- If **You** can convince **Us** that there are sensible prospects of being successful in **Your** claim and that it is reasonable for **Professional Fees** to be paid **We** will:
  - take over the claim on **Your** behalf.
  - appoint a specialist of **Our** choice to act on **Your** behalf.
  - We** may limit the **Professional Fees** that **We** will pay under the policy where:
    - We** consider it is unlikely a reasonable settlement of **Your** claim will be obtained;
    - there is insufficient prospects of obtaining recovery of any sums claimed; or
    - the potential settlement amount of **Your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **Your** claim.

Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which will then constitute the end of the claim under this policy.

- If **Legal Proceedings** have been agreed by **Us**, **You** may at this stage decide to nominate and use **Your** own solicitor or indeed, **You** may wish to continue to use **Our** own specialists. If **You** decide to nominate **Your** own professional **We** must agree this in advance and **You** will be responsible for any **Professional Fees** in excess of those which **Our** own specialists would normally charge **Us** (Details are available upon request).
- At conclusion of **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **Us**.

**Please note that if You should engage the services of a professional prior to making contact with this Helpline any costs that You incur are not covered by this insurance.**

If upon receipt of this policy **You** are unhappy with any of the requirements as stated above please advise **Your** insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

## IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the appropriate Claims Helpline Service.

- The **Legal Claims Notification & Advice Helpline Service** telephone number is **01384 884066**.  
Operates 24 hours a day 365 days a year.
- Please note that the Legal Claims Notification & Advice Helpline Service is not empowered to give advice on the admissibility of any claim under this policy.
- If **You** wish to make a claim or **You** have a query relating to policy cover **You** should contact:  
**Claims Department**  
Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5NE

This is a 'Claims Made' policy. It only covers claims notified to **Us** during the **Period of Insurance** and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead **Us** to decline that claim.

## POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

### **Agent**

The **Agent** appointed by the Coverholder to transact this insurance with **You**.

### **Authorised Professional**

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this policy to represent **Your** or an **Insured Person's** interests.

### **Claim Limit(s)**

The amount **We** will pay in respect of any one claim and the total amount payable within any one **Period of Insurance** as specified within the **Schedule**.

### **Court**

A **Court**, tribunal or other competent authority.

### **Event**

The initial **Event**, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for **Professional Fees** and/or payment of a benefit under this policy.

### **Excess**

The first amount of each and every claim as detailed on the **Schedule** or Insured **Event**.

### **Insured Person**

The **Policyholder** and any other person authorised by **You** to ride or to be a passenger in or on the **Insured Bicycle**.

### **Insured Bicycle**

A bicycle that **You** own or for which **You** are legally responsible.

## Insurer

This insurance is administered by Arc Legal Assistance Ltd and underwritten by Royal & Sun Alliance Insurance Ltd.

## Legal Proceedings

When formal **Legal Proceedings** are issued against an opponent in a **Court** of Law.

## Period of Insurance

The **Period of Insurance** shown in the **Schedule**.

## Policyholder, You, Your

The person or company who has paid the premium and is named in the **Schedule** as the **Policyholder**.

## Professional Fees

Legal fees and costs properly incurred by the **Authorised Professional**, with **Our** prior written authority, including costs incurred by another party for which **You** are made liable by **Court** Order or may pay with **Our** consent in pursuit of a civil claim within the **Territorial Limits** arising from an Insured **Event**. **Professional Fees** will include VAT where it cannot be recovered.

## Prospects of Success

At least a 51% chance of the **Insured Person(s)** achieving a favourable outcome.

## Schedule

The document which shows details of **You** and this insurance and is attached to and forms part of this policy.

## Standard Professional Fees

The level of **Professional Fees** that would normally be incurred by **Us** in using a nominated **Authorised Professional** of **Our** choice.

## Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

## Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

## Time of Occurrence

When the **Event** occurred or commenced whichever is the earlier.

## We, Us, Our

Arc Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd.

# COVER

**You** have paid the premium and supplied to **Us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy **Excess** if applicable, **We** will pay **Your** claim in accordance with **Our Standard Professional Fees** and where requested by **You** any other **Insured Person** up to the **Claim Limits** subject to the terms, conditions and exclusions of this policy, against **Professional Fees** arising from an Insured **Event** within the **Territorial Limits** where **You** notify **Us** during the **Period of Insurance** and within 30 days of the **Time of Occurrence** of the **Event**.

## INSURED EVENT SECTION 1

### SECTION 1A - PERSONAL INJURY

#### WHAT IS COVERED?

Pursuing a civil claim following a road accident involving the **Insured Bicycle** and resulting in the death of or bodily injury to an **Insured Person**.

#### WHAT IS EXCLUDED?

1. any injury or illness not caused by a sudden or specific accident;
2. any claim arising from a stress or psychological related condition;
3. any claim falling within the Small Claims Track limit.

### SECTION 1B -UNINSURED LOSS RECOVERY

#### WHAT IS COVERED?

A road accident involving the **Insured Bicycle** and resulting in uninsured losses being incurred by an **Insured Person**.

### SECTION 1C - POTHOLE DAMAGE

#### WHAT IS COVERED?

**Professional Fees** incurred in pursuing a relevant local authority for damage caused to an **Insured Bicycle** on a public highway as a consequence of a pothole.

#### WHAT IS EXCLUDED?

1. any legal action where the **Insured Person** does not have reasonable **Prospects of Success**.

## GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. **Professional Fees** incurred:-
  - a) in respect of any **Event** where the **Time of Occurrence** commenced prior to the commencement of the insurance;
  - b) where the **Insured Person** should have realised when purchasing this insurance that a claim under this insurance might occur;
  - c) before **Our** written acceptance of a claim;
  - d) before **Our** approval or beyond those for which **We** have given **Our** approval;
  - e) where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**;
  - f) where **You** are responsible for anything which in **Our** opinion prejudices **Your** case;
  - g) if **You** withdraw instructions from the **Authorised Professional**, fail to respond to the **Authorised Professional**, withdraw from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for **You**;
  - h) where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility;
  - i) in respect of the amount in excess of **Our Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **Your** own choice;
2. the pursuit continued pursuit or defence of any claim if **We** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or the **Authorised Professional**;
4. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have reasonable **Prospects of Success**;
5. any **Professional Fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties **You** are ordered to pay by a **Court**, tribunal or arbitrator;
7. claims arising from an **Event** arising from **Your** deliberate act, omission or misrepresentation;
8. Any dispute relating to written or verbal remarks which damage **Your** reputation.
9. Any **Professional Fees** relating to **Your** alleged dishonesty, criminal act, or violent behaviour or where there is an allegation that the **Insured Person** was in control of the **Insured Bicycle** whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
10. **Professional Fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **Your** own requirements.
11. **Legal Proceedings** outside the **Territorial Limits** and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
12. a dispute which relates to any compensation or amount payable under a contract of insurance;
13. a dispute with **Us** not dealt with under the Arbitration condition;
14. an application for judicial review;
15. any **Professional Fees** incurred in defending or pursuing new areas of law or test cases;
16. any matter in respect of which an **Insured Person** is entitled to Legal Aid where **Our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the Crown Court Means Testing scheme where this applies;
17. any claim where **Your** bicycle insurer is entitled to repudiate **Your** motor policy or refuses settlement of **Your** claim;
18. claims arising out of the use of an **Insured Bicycle** by an **Insured Person** for racing, rallies, trials or competitions of any kind;
19. travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an **Insured Person's** claim;
20. any claim arising from a contractual relationship;
21. the costs of a hire bicycle that **We** have not, in advance, agreed to pay for in writing.
22. **Claims** made by an **Insured Person** against any authorised passenger on the **Insured Bicycle**.
23. **Claims** for passengers where there is a conflict of interest between **You** or the authorised rider and any other passenger(s).
24. Disputes between an **Insured Person** and their family or a matrimonial or co-habitation dispute except insofar any claim relates to a dispute with an **Insured Person's** professional advisors.
25. Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **Insured Person** including but not limited to any personal guarantee and investment in unlisted companies.
26. **Legal Proceedings** between an **Insured Person** and a central or local government authority.
27. Any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses.

This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
28. Any claim or expense of any kind caused directly or indirectly by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
29. Any loss or damage caused by any sort of war, invasion or revolution.
30. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
31. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.



# POLICY CONDITIONS

## OBSERVANCE

**Our** liability to make any payment under this policy will be conditional on **You** complying with the terms and conditions of this insurance.

## CLAIMS

**You** must tell **Us** in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing **Our** consent to incur **Professional Fees**.

**We** will not enter into dialogue or correspond with anyone other than **You** (or with **Your** agreement, an **Insured Person**) or **Your** or the **Insured Person's** personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

**We** will give such consent if **You** can satisfy **Us** that there are reasonable **Prospects of Success** in pursuing or defending **Your** claim and that it is necessary for **Professional Fees** to be paid and **You** have paid the **Excess**.

**We** may require (at **Our** discretion) **You** at **Your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **Legal Proceedings**. If **We** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **We** decide that:-

1. **Your Prospects of Success** are insufficient;
2. It would be better for **You** to take a different course of action;
3. **We** cannot agree to the claim.

**We** will write to **You** giving **Our** reasons and **We** will not then be bound to pay any further **Professional Fees** for this claim.

**We** may limit any **Professional Fees** that **We** will pay under the policy in the pursuit continued pursuit or defence of any claim:-

1. If **We** consider it is unlikely a sensible settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the Insurer.

## REPRESENTATION

**We** will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The **Authorised Professional** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination.

If **Legal Proceedings** have been agreed by **Us**, **You** may nominate **Your** own **Authorised Professional** whose name and address **You** must submit to **Us**. In selecting **Your Authorised Professional** **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **You** have elected to use **Your** own nominated **Authorised Professional** **You** will be responsible for any **Professional Fees** in excess of **Our Standard Professional Fees**.

## CONDUCT OF CLAIM

1. **You** shall at all times co-operate with **Us** and give to **Us** and the **Authorised Professional** evidence, documents and information of all material developments and shall attend upon the **Authorised Professional** when so requested at **Your** own expense.
2. **We** shall have direct access at all times to and shall be entitled to obtain from the **Authorised Professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose. **You** or **Your Authorised Professional** shall notify **Us** immediately in writing of any offer or payment into **Court** made with a view to settlement and **You** must secure **Our** written agreement before accepting or declining any such offer.
3. **We** will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or by either of **You** to any **Court**, witness, expert or agent or other person without **Our** agreement.

## RECOVERY OF COSTS

**You** should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **You** all or any costs charges, fees, expenses or compensation **You** will do everything possible (subject to **Our** directions) to recover the money and hold it on **Our** behalf. If payment is made by instalments these will be paid to **Us** until **We** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

## ARBITRATION

Any dispute between **You** and **Us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

## FRAUD

**We** have the right to refuse to pay a claim or to void this insurance in its entirety if **You** make a claim which is in any respect false or fraudulent.

## ROYAL & SUN ALLIANCE INSURANCE LTD PRIVACY POLICY

**Your** privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **You're** unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email **Us** at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## ARC LEGAL ASSISTANCE PRIVACY NOTICE

### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

### 6. Retention

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, please see website for full address details.

## CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

## NOTICES

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

## DUE CARE

**You** must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

## CANCELLATION

**We** hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to **Your Agent** within fourteen (14) days of issue and **We** will refund **Your** premium provided **You** have not submitted a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen (14) days' notice to the **Policyholder** at their last known address. Provided the premium has been paid in full the **Policyholder** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Helpline Service during this period.

## ACTS OF PARLIAMENT

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

## CLAIMS HELPLINE

The Legal Helpline Service provides advice on any problem affecting the **Policyholder**.

All potential claims must be reported initially to the appropriate Claims Helpline Service for advice and support.

**Legal Claims Notification & Advice Helpline Service: - 01384 884066**

**We** will not accept responsibility if the Helpline Services fail for reasons beyond **Our** control.

## LAW

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

## COMPLAINTS PROCEDURE

In the event of a complaint arising under this insurance, **You** should in the first instance contact Arc Legal Assistance Ltd.

Write to **Us** at:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5NE

Email **Us** at: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

Call **Us** on: 01206 615000

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **You** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Authority Trading Standards Service or Citizens Advice Bureau.

### COMPENSATION SCHEME

Royal & Sun Alliance Insurance Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

### AUTHORISATION

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

The Royals, Altrincham Road, Manchester M22 4BJ

**Tel:** 0333 400 7178

**email:** [admin@cycleplan.co.uk](mailto:admin@cycleplan.co.uk)

**[www.cycleplan.co.uk](http://www.cycleplan.co.uk)**

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