

laka

**CYCLIST'S PERSONAL
LIABILITY INSURANCE**

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1. Customer Information Statements

This Policy is an important document that **You** should read carefully. It sets out what is and is not covered under the Policy and explains key contractual obligations that apply to **You** and to **Us**.

This Policy has been issued by **Laka** as an agent of the **Insurer**.

This document, the **Schedule** and any **Endorsements** supplied to **You** form **Your** Policy. Please read the **Schedule** carefully and if it is incorrect contact **Laka** immediately for alteration.

You have a duty at inception and renewal of this Policy and a continuing duty throughout the **Period of Insurance** to disclose and to make a fair presentation of all facts that are material to **Us** including those relating to any claim. If **You** have any doubt as to whether or not a fact is material **You** should disclose it to **Us**.

If **You** are required to pay a premium for this insurance it will be specified in the **Schedule** issued to **You** by **Laka** - **You** must pay to **Us** all such premiums due to **Us** together with all taxes due on the premiums.

We also explain the steps that need to be taken at renewal or should **You** or **We** cancel the insurance, and **Your** obligation to notify **Us** of changes during the lifetime of the Policy.

1.1 Identity of Insurer

Builders Direct S.A., 253 rue de Beggen, L-1221 Luxembourg.

Builders Direct S.A. is authorised by the Commissariat aux Assurances in Luxembourg and subject to limited regulation by the Financial Conduct Authority. Details about the extent of the **Insurer's** regulation by the Financial Conduct Authority are available on request.

1.2 Coverholder/Laka

Shall mean Laka Limited, 44 Great Marlborough Street, London, W1F 7JL trading as **Laka**.

Laka is authorised and regulated by the Financial Conduct Authority (the “FCA”) under number 785971

1.3 Contacting Laka

You can contact **Laka** at any time through email and from within the **Laka** platform through web chat.

You can reach **Laka’s** platform at <https://app.laka.co.uk>

The support team may be reached as well at support@laka.co.uk

1.4 Several Liability

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.

1.5 What to Do if You Have a Complaint

We aim to provide the highest quality of service to **Our** customers at all times but **We** recognise that complaints may arise as part of the normal course of business. Understanding and acting on the cause of complaints can provide **Us** with an opportunity to improve the service **We** provide.

If **You** feel that **We** have failed to provide **You** with the best service please let **Us** know immediately. **We** would ask **You** in the first instance to contact **Laka** via web chat on the **Laka** platform; <https://app.laka.co.uk> or email at support@laka.co.uk

If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction, **You** may refer a complaint to MGAM Limited by email: complaints@mgamutual.com

If **You** are not happy with the outcome of **Your** complaint **You** can ask the Financial Ombudsman Service to review **Your** case. **You** will need to contact them within 6 months of the date of the decision that **We** or MGAM Limited have provided.

The service they provide is free and impartial. They can be contacted as follows:

Website: <http://www.financial-ombudsman.org.uk>

Telephone: 08000 234567 (free phone, mobile and landline)

Email: complaint.info@financial-ombudsman.org.uk

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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.

1.6 Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which may provide compensation where an insurer is unable to meet its obligations. **You** can get more information about compensation scheme arrangements from the FSCS or by going to www.fscs.org.uk.

1.7 Your Policy and the Information Disclosed by You

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** Policy or any claim. **We** may, for example, reduce the amount **We** settle for a claim.

1.8 Observance of Policy Terms and Suspension of Cover

We will have no liability under this Policy in respect of any loss occurring or attributable to something happening during the period of a material breach of a condition and cover will be suspended for the period from the date of the breach until the breach has been remedied.

We will consider a breach of a condition of cover material unless **You** can prove that the breach of the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1.9 Your Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation or from the date the contract is concluded (whichever date is the later) and receive a full refund of any premium **You** have already paid, provided that there have been no claims against **You** either paid, reported or outstanding. For the purposes of this cancellation clause, it will be considered that **You** will have received the Policy document upon the day **You** were supplied with the means by which **You** could access the Policy electronically.

If **You** do cancel this insurance within the initial 14 day period and there have been no claims against **You** either paid, reported or outstanding, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to **Us** in respect of the Policy.

Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at **Your** request. **You** may be asked to pay the premium due up to the end of the month in which **You** cancelled.

To exercise **Your** right to cancel, please contact **Laka** via <https://app.laka.co.uk>

1.10 The Law That Governs the Interpretation of This Policy

All disputes concerning the interpretation of this Policy are understood and agreed by both **You** and **Us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

1.11 Claims Notification

You should notify **Laka** as soon as reasonably practicable of any claim or circumstances that may give rise to a claim via <https://app.laka.co.uk> including any correspondence **You** have received in relation to the claim.

Please note that it is a condition of this insurance that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** consent.

Claims will be handled by **Our** appointed claims team at Caytons Law; Caytons Law, 85 Gracechurch Street, London, EC3V 0AA.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as may be required.

1.12 Privacy Notice

This section gives **You** a summary of how the parties identified in **Your** Policy and the **Schedule** to the Policy will deal with **Your** personal information.

More information about how **Laka** will deal with **Your** personal information can be found here: <https://laka.co.uk/policies/privacy-policy>

The parties identified in **Your** Policy and the **Schedule** to the Policy may hold and process personal data supplied by **You** where it is necessary to underwrite, administer, and fulfil obligations under the Policy including with regard to claims. Each of the parties are data controllers and/or processors with respect to the personal data they hold. **We** and these parties will always act in accordance with relevant data protection legislation and the rights of data subjects under such legislation. Where **You** provide **Us** with personal data **You** are confirming to **Us** that **You** are entitled to do so and have lawfully obtained the data.

Your personal data will not be passed to any other third party except where **Your** consent has been given or where permitted by law. The parties will ensure that **Your** personal data is kept secure, is used only for the purpose for which it was supplied by **You** and is retained only for as long as necessary.

2. Definitions

These Definitions apply to **Your** entire Policy (including the **Schedule**) wherever these words or phrases appear starting with an uppercase letter and printed in bold except where otherwise stated. Words in the masculine gender shall include the feminine.

2.1 Bodily Injury

physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.

2.2 Bicycle

any cycle, adult tricycle or tandem powered by human pedalling, including electric bicycles which meet the relevant UK rules for electrically assisted pedal cycles.

2.3 Coverholder/Laka

Laka Limited.

2.4 Damage

physical loss or destruction or damage.

2.5 Employee(s)

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any labour master or labour only subcontractor or person supplied or employed by them
- (c) any self-employed person
- (d) any person hired to or borrowed by **You**

- (e) any person engaged under a work experience, youth training or similar scheme
- (f) any voluntary helper
- (g) any outworker or homeworker

under **Your** control and supervision while working for **You** in connection with **Your** business. This definition shall not include any bona fide sub-contractor.

2.6 Endorsement(s)

the document(s) detailing modifications made to the cover provided under this Policy.

2.7 Geographical Cover

in the UK, Channel Islands or Isle of Man and extending to anywhere in the world for up to 60 consecutive days.

2.8 You/Your

the person named on the policy **Schedule**.

2.9 Insurer/Our/We/Us

Builders Direct S.A., 253 rue de Beggen, L-1221 Luxembourg.

2.10 Period of Insurance

the period stated in the **Schedule** or any subsequent period which **We** agree.

2.11 Professional Racing

any races in which **You** earn an appearance fee for participation or are paid a salary to participate and any races organised by the Union Cycliste Internationale (UCI) which are not specifically classified as Gran Fondo or Amateur races. (see a list of their events [here](#))

2.12 Schedule

the document stating **Your** details, the commencement and expiry dates and the Limit of Liability of **Your** Policy.

2.13 Property

material property.

2.14 Terrorism

an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

3. Your Personal Liability Cover

3.1 Insuring Clause

We will cover **You** for **Your** legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**

occurring during the **Period of Insurance** within the **Geographical Cover** and in connection with **Your** use and/or ownership of a **Bicycle(s)**.

3.2 Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability.

4. Exclusions

We shall not provide cover for liability:

- 1) for **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You**.
- 2) for **Bodily Injury** to any member of **Your** family living in **Your** home.
- 3) for **Damage** to **Property** belonging to **You** or in **Your** care, custody or control or belonging to or in the care custody or control of any **Employee** or any member of **Your** family living in **Your** home.
- 4) arising out of **Your** taking part in **Professional Racing**.
- 5) caused by or arising from the ownership or possession or use by **You** or on **Your** behalf of any vehicle that is the subject of compulsory insurance requirements under the Road Traffic Act 1988.
- 6) for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 7) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part under the laws of the United States of America or Canada).
- 8) and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.
- 9) for the amount stated in the **Schedule** as being the Excess which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this Policy before **We** assume any responsibility to make a payment for any claim hereunder.

- 10) arising out of or incidental to any profession, occupation or business activities that **You** perform in Canada, the United States of America, Puerto Rico, the United States Virgin Islands, Guam, American Samoa, the North Mariana Islands, Cuba, Iraq, Iran, Libya, North Korea, Syria or Sudan or any other country that may be included in either the Trading with the Enemy Act or the International Emergency Economic Powers Act of the United States of America.
- 11) **a)** for **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- b)** for legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or event contributing concurrently or in any sequence to the **Damage**, cost expense or liability:
- i)** war, invasion, act(s) of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority.
 - ii)** any action taken in controlling, preventing, suppressing or in any way relating to (i) above.
- 12) for **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any legal costs and expenses or any consequential or inevitable loss or any legal liability or whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- a)** Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b)** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

13) a) for **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss:

b) for legal liability of whatsoever nature

caused by resulting from or in connection with:

i) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss.

ii) any action taken in controlling preventing suppressing or in any way relating to the act of **Terrorism**.

If **We** allege that by reason of this exclusion any **Damage**, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **You**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect.

5. Conditions

5.1 Assignment

You shall not assign any of the rights or benefits under this Policy without **Our** prior written consent.

We will not be bound to accept or be affected by any notice of trust charge, lien or purported assignment or other dealing with or relating to this Policy.

5.2 Cancellation

We may cancel this Policy where **We** have a valid reason by providing **You** with 14 days notice of cancellation in writing. A valid reason includes but is not limited to material non-compliance with the conditions of cover or non-payment of any premium shown in the **Schedule**.

If this insurance is cancelled as provided for above, any unpaid premium and Insurance Premium Tax covering the period from the commencement of the **Period of Insurance** up to the date of cancellation will still be payable to **Us**.

We will cancel the Policy immediately if **We** have evidence of fraud or deliberate or reckless non-disclosure and backdate that cancellation to the relevant date.

5.3 Claims (Contribution)

If at the time of any occurrence there is or but for the existence of this insurance there would be any other insurance covering the same liability **We** shall not be liable under this insurance except in respect of any excess beyond the amount which would be payable under such other insurance had this insurance not been effected.

5.4 Claims Notification

In the event of an occurrence which may give rise to a claim **You** should:

- (a) notify **Us** as soon as reasonably practicable via <https://app.laka.co.uk> of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** immediately they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice to **Us** of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.

- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.

5.5 Claims (Subrogation)

You shall at **Our** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies or of obtaining relief or recourse from other parties to which **We** shall be or would become entitled or subrogated upon **Our** making a payment under this Policy whether such acts and things shall be or become necessary or required before or after **We** make such payment.

5.6 Conduct and Control

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as they may require.

5.7 Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this insurance (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

5.8 Fraud

If **You** make a fraudulent claim under this Policy **We** shall not be liable to pay **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this Policy as terminated with effect from the date of **Your** fraudulent act.

5.9 Reasonable Precautions

You shall take all reasonable precautions:

- (a) to prevent any occurrence which may give rise to a claim under this Policy.
- (b) to maintain **Your Bicycle(s)** in accordance with the manufacturer's recommendations and in a state of proper repair.
- (c) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

5.10 Rights of Third Parties

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6. Extensions

The Terms, Conditions and Exclusions of this Policy apply to these Extensions.

6.1 Cost of Court Attendance

If **You** or any person entitled to cover under this insurance attend court as a witness at **Our** request in connection with a claim in respect of which **You** or such person are entitled to cover under this Policy **We** will reimburse **You** at the rate of £500 per day for each day on which attendance is required.

6.2 Cover for Other Persons

We will also provide cover as if a separate Policy had been issued to:

- (a) any member of **Your** family living in **Your** home who is using **Your Bicycle** with **Your** permission

(b) **Your** legal personal representatives in the event of **Your** death or the legal personal representatives of the persons specified in (a) above in the event of the death of such person but only in respect of liability incurred by **You** or by such persons provided that:

(i) any persons specified in (a) and (b) above shall as though they were **You** be subject to the terms Conditions and Exclusions of this Policy in so far as they can apply.

(ii) nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability regardless of the number of persons claiming to be covered.

6.3 Defence Costs and Expenses

We shall provide cover in respect of all costs and fees and expenses incurred with **Our** prior written consent in the defence or settlement of any claim for which cover is provided by this insurance.

Defence costs as provided for above are payable in addition to the amounts stated in the **Schedule** as the Limit of Liability. If a payment exceeding the amount stated in the **Schedule** as the Limit of Liability has to be made by **You** to dispose of the claim **Our** liability to pay any defence costs in connection therewith shall be limited to such proportion of the defence costs as the Limit of Liability bears to the amount paid to dispose of the claim.



Tobias Taupitz
CEO and Co-Founder