

LAKA

**BICYCLE
INSURANCE
POLICY**

Policy Wording

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1 YOUR INSURER

Your Laka bicycle insurance is arranged by Laka Limited and underwritten exclusively by Zurich Insurance plc.

Laka Limited is authorised and regulated by the Financial Conduct Authority.

We will provide clear and objective information about the insurance Laka arranges, however we will not provide advice.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority.

2 IMPORTANT INFORMATION

It is important that you check your policy schedule to ensure that the information that you have provided to us is accurate and that the cover options which you have chosen are correct. If this is not the case, please contact us as soon as possible.

Please take the time to read the contents of this policy to ensure that you understand the cover we are providing you and that you comply with our terms and conditions. This policy wording and your policy schedule are important documents; please keep them handy in case you need to refer to them for any reason. We recommend that you periodically review your policy to ensure that it continues to meet your needs.

3 CONTACTING LAKA

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

You can reach our platform at <https://app.laka.co.uk> upon login.

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

In case you need to post documents to us please use the following address:

Laka Limited
7 East Tenter Street, London, E1 8DN

4 DEFINITIONS

Accidental damage

Any sudden, unintended and unforeseen damage caused to your bicycle(s) or accessories

Abandonment

When a bicycle is left in a location which is not your home for more than 24 consecutive hours

Accessories

The items that you have selected on our platform and that are listed on your policy schedule under accessories.

Accidental loss

Loss by a third party (airline, courier or recognised transport provider) whilst in their custody. This does not include your deliberate abandonment of the bicycle(s)

Bicycle(s)

Any cycle, adult tricycle or tandem powered by human pedalling that you have registered on the Laka platform and shown on your policy schedule. This definition includes electric bicycles which meet the relevant UK rules for 'electrically assisted pedal cycles' (EAPC's)

Commencement date

The date that your cover starts as shown on your policy schedule

Geographical cover

In the UK, Channel Islands or Isle of Man.

Worldwide, cover is provided for up to 60 consecutive days

Home

The address where the bicycle is usually kept as stated on your policy schedule, which is your permanent domestic residence and is a house, a flat or a room in a communal residence.

Cover includes a maximum period of 60 days at any one time during the period of insurance, at any temporary residence such as holiday cottage / home, guesthouse or hotel within the limits of the geographical cover

Insured gear

The bicycle(s) and accessories specified on your policy schedule

Pack

The group of cyclists with whom you are pooled

Period of insurance

The period between the From and To dates specified on your policy schedule when your policy is active

Personal cap / cap

The maximum payment you will have to pay in a month, based on the value of your insured gear

Platform

The Laka platform can be accessed through: <https://app.laka.co.uk>

Professional racing

Any races in which you earn an appearance fee for participation or are paid a salary to participate.

Policy schedule

The document issued by Laka Limited on behalf of Zurich Insurance plc which confirms your personal details (e.g. name and address), details of the bicycle(s), accessories, commencement date and end date of your policy

Share

The payment / premium that you owe us for cover we provided for the period of insurance

Sold Secure Gold Lock

The minimum standard of lock we require you to use when securing your bicycle. You can find the list of Sold Secure Gold Locks here

Theft

The unauthorised taking of your bicycle(s) and / or accessories by a third party with the intention of permanently depriving you of it / them

Vandalism

Any intentional destruction or damaging of your bicycle(s) or accessories by a third party

We / us / our

The insurer and administrator named in the policy schedule

Wear and tear

Loss or damage caused by cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical breakdown, scratching, misuse, atmospheric or climate conditions

You / your / yourself

The person named on the policy schedule, or any famil members living in your home using your bicycle with your permission.

5 THE LAKA BICYCLE INSURANCE COVER

We take a different approach to insurance. You are going to be part of a pack, avid cyclists like yourself. We trust that you play fair and will do all you reasonably can to avoid claims. This benefits you and your fellow cyclists as the less the pack claims, the less every cyclist pays.

5.1 How it works

Every month we will charge you and the rest of the pack the cost of claims submitted for the previous month. We calculate your share of this based on the total value of your insured gear. The more valuable your bicycle(s) and accessories are, the higher your share will be (proportionally).

Whatever happens, the amount you pay as your share will never be more than your personal cap we shared with you in your policy schedule. The cap is calculated based on the total value of your insured gear as set out in your policy schedule.

Your share will include a management fee of 25% of the cost of claims as part of Laka's remuneration, part of which may be shared with the insurer. That means Laka makes money when the pack's claims are settled and is intended to align our interest with yours.

If you and your fellow cyclists take good care and there are fewer claims, you will directly benefit by paying less. If the pack has no claims, we will not charge you anything that month.

We will send you a monthly overview which explains how we calculated your share and charge this directly through the payment method provided by you. Our ambition is to be as transparent as possible with you and your monthly overview will contain total cost of claims and management fees.

5.2 Renewal of your policy

This is a monthly policy which automatically renews every month. We will ask you if the value of your bicycle(s) and accessories have increased (you might have bought winter tyres, pedal bars or other cool gadgets) or decreased. We will adjust the terms accordingly and update your policy schedule.

If no adjustments are made and the policy is not cancelled, we will continue cover with the same terms as the previous month.

5.3 Cancellation of your policy

You may cancel your cover within 14 days of first taking out this policy unless you have already made a claim, in which case you will be required to pay your share for the number of days you were covered.

After that period, you may cancel the policy at any time but you will be liable to pay your share for the number of days you were covered in the month in which you cancel.

We may cancel this policy if you have withdrawn your payment details and no other method of payment is filed. We will attempt to verify with you that this was intentional.

We may cancel this policy by giving you 14 days' notice in writing where we have a valid reason. A valid reason includes, but is not limited to non-payment of your share or not complying with our conditions of cover. We will cancel the policy immediately if we have evidence of fraud or serious non-disclosure and backdate that cancellation to the relevant date.

5.4 Your payment

We attempt to collect your payment on the 3rd business day of the next calendar month. We pre-authorise your payment on the last day of the month you are covered.

If we cannot collect your share successfully, your cover will be paused retroactively to the last day of the previous month and you will not be able to submit a claim. We will attempt to get in touch with you to continue your cover. If the payment succeeds before the 7th business day of the new month we will reactivate your cover retrospectively. If not your insurance cover will be cancelled.

After 30 days of not paying your share, we reserve the right to report the unfulfilled payment to a credit referencing agency of our choice.

6 YOUR COVER

6.1 Who is covered

We cover you, the member of the Laka community, and family members living in your home using your bicycle with your permission.

6.2 What items can be covered

We will insure your bicycle for a value between £500 and £15,000. You can add extra bicycles between those values up to a total cover value of £30,000.

We will insure any types of bicycle within those value brackets including electric bicycles which meet the relevant UK rules for 'electrically assisted pedal cycles' (EAPCs).

In addition, you can add accessories up to a total of £2,000 by specifying the items you want to cover via the Laka platform.

Only bicycles and accessories specifically listed on the Laka platform, and shown on the policy schedule, are covered.

6.3 What we will cover

We will insure the bicycle(s) and accessories shown on your policy schedule for:

- Theft
- Accidental damage
- Accidental loss
- Vandalism

We will only cover your bicycle(s) for theft outside the home when unattended in the open if it is locked through the frame, to an immovable object, with a Sold Secure Gold Lock.

We will, however, cover your unlocked bicycle when it is

- (a) in the designated holding pen or transition area of an organised triathlon or cycling event in which you are participating; or
- (b) inside a car or other vehicle where the doors, windows and other openings are locked and securely closed, any security devices in the vehicle are in full operation and where there is forcible or violent entry to the car or vehicle. Note that bicycles on a car or vehicle secure roof rack will only be covered if locked through the bicycle frame to the roof or rear rack with a Sold Secure Gold Lock.

To get you home safe and back on the road as quickly as possible, we will cover additional costs that allow us to replace or reinstate your insured gear, up to the value of £200. These costs include: delivery costs for bicycles and accessories, fares for national travel via taxi, bus or train and/or rental of an equivalent bicycle until your bicycle is repaired or replaced following an approved claim.

We do not apply depreciation. The value that you have insured your bicycle(s) and accessories for is the value that we will honour.

In the event that you have underinsured your bicycle or accessories we reserve the right to make a proportional decrease where we are replacing your bicycle or accessories.

The maximum we will pay is the amount shown for individual bicycle(s) and accessories in your policy schedule (aside from any additional costs as described above).

Your bicycle(s) and accessories are covered within the United Kingdom, Channels Islands and Isle of Man. In addition, you are covered for up to 60 consecutive days of travel worldwide (see geographical cover).

If you decide to cancel your policy during your travel, your cover will end on the day your policy ends.

6.4 How we will reinstate your bicycle

We will pay the cost of repair or pay the cost of replacement as new (cash settlement) or, at our discretion, arrange for repair or replacement.

We do not apply any deductible or excess.

Following a claim, you must activate cover for replaced insured gear by adding it/them to your policy through the Laka platform as you have as part of the on boarding journey.

6.5 What we will not cover

To protect the members of the Laka community from overly high payments we have to exclude certain situations from our insurance cover.

- Gradual causes including deterioration or wear and tear
- Professional racing
- Any act of fraud or dishonesty by you or anyone acting on your behalf
- Theft when your bicycle has been left unattended away from home if it has not been secured to an immovable object with a Sold Secure Gold Lock

7 POLICY CONDITIONS

To ensure the pack consists of people equally conscientious like yourself, we require certain information from you.

7.1 You must provide us with photographs of all bicycles or accessories that you want covered

We will only cover insured gear that you have sent us photographs of, showing the items in your possession. We don't require photos of any accessories with a value less than £100. Photographs must be provided within 14 days of activating cover or your policy will be cancelled.

A picture is sufficient provided it clearly shows your bicycle(s) or accessories. We require this partly as one of our precautions against fraud but also because it makes the claims process much easier.

We may ask for evidence of the value of your bicycle(s) and / or accessories.

7.2 You must have a Sold Secure Gold Lock

We must see evidence you have used a Sold Secure Gold Lock in the event of a claim for theft where the insured bicycle was left unattended away from your home.

As evidence you can provide us with clear photographs of your lock, showing it both separate from and locked to your insured bicycle. The photographs must enable the lock to be identified as a Sold Secure Gold Lock. If we cannot identify the lock sufficiently from the photographs, we will accept any of the following as evidence:

- Original dated purchase receipt detailing the make and model of the lock
- Ebay or PayPal dated sale documentation detailing the make and model of the lock
- A dated web receipt from an online retailer detailing the make and model of the lock
- An independently written valuation provided by an accredited bicycle retailer detailing the make and model of the lock

You can submit the evidence through the Laka platform in My Gear > Accessories.

7.3 Fraud

We take fraud very seriously as it is our duty to protect the pack, and the interests of each of our customers.

If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:

- void the policy in the event of any fraud which occurred during the on boarding process, which means we will treat the policy as if it had never existed; or
- terminate the policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, we will:

- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud; seek to recover any money from you for any claim we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as appropriate

7.4 Sanctions

Notwithstanding any other terms of this policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and / or any business or activity of you would violate any applicable trade or economic sanctions law or regulation.

7.5 You must be a UK resident and at least 18 years old.

7.6 You must take reasonable care to prevent accidents or losses and to protect your bicycle(s) and accessories.

7.7 You must report any loss or theft to the police as soon as possible and provide us with the police report or the crime reference when submitting a claim.

7.8 You must notify us within 28 days of loss or damage.

7.9 This policy is governed by English law and any disputes will only be dealt with in the courts of England or other relevant country within the United Kingdom.

8 HOW YOU CLAIM

If your bicycle(s) or accessories have been stolen, accidentally damaged / vandalised or accidentally lost, please file a claim through our platform <https://app.laka.co.uk>, including all relevant details and evidence to settle the claim.

You must have provided photographic evidence of your insured gear in order to make a claim. Photographs will be used to confirm your ownership of the insured gear and demonstrate its condition to help us settle your claim.

We will contact you when we receive notification of your claim to discuss settlement which may involve an examination of damage.

Where we have wholly reinstated you for any theft, accidental damage / vandalism or accidental loss and we can recover any bicycle(s) or accessories in part or full, we reserve the right to take any damaged or recovered item or claim third party compensation.

9 WHAT HAPPENS IF WE CAN'T MEET OUR OBLIGATIONS

Zurich is 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.

10 HOW WE PROCESS AND PROTECT YOUR DATA

This section gives you a summary of how Laka will deal with your personal information. More information about this can be found here:

<https://laka.co.uk/policies/privacy-policy>

Note that we will also provide Zurich with your personal data for the purposes of underwriting the insurance provided and to support the handling of claims. More information about Zurich's handling of your personal data can be found here: <https://www.zurich.co.uk/en/services/privacy/Fair-Processing-Notice>

We collect and process personal information about you in order to provide you with quotations or a contract of insurance, or to meet our legal or regulatory obligations, or for the legitimate interests of providing you with our products and services.

Please note that we may have to provide such information to third parties and / or send information for processing to other companies which may or may not be located within the European Economic Area. At all times we will do our best to treat your information with respect and confidentiality and that safeguarding is in line with the requirements of European data protection laws.

We may seek your permission to obtain personal data from Social Media platforms as part of the on-boarding journey (Strava / Facebook login) and subsequently. We may further enrich your profile with additional data that is publicly available or, with your explicit permission, access more detailed information on alternative platforms (Instagram, Twitter etc)

We will hold your personal data for as long as necessary but you have the right to ask for a copy of the information we hold about you, to request that we correct your information if it is inaccurate and to ask us to delete or transfer your personal data. If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Laka Limited, 7 East Tenter Street, London, E1 8DN.

11 HOW WE HANDLE YOUR COMPLAINTS

We will do our best to deal with you fairly and to your satisfaction. If you have any concern or complaint about this policy, the settlement of a claim or our treatment of you, please contact us via web chat on the Laka platform or email us at support@laka.co.uk

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible.

If your complaint cannot be resolved within 3 working days, we will pass it to the policy underwriters, Zurich Insurance, who will review and respond, keeping you informed of progress as needed.

12 NEXT STEPS IF YOU ARE STILL UNHAPPY

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 Laka or Zurich has 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.