

Cycle Breakdown Policy

keyfacts®

Key facts

please note this page is just an overview of your cover – please read the attached policy documents for complete cover terms.

Your Cycle Breakdown Cover

If you are unable to complete a journey, the Cycle Rescue service takes you and your cycle to one of the following:

- The nearest railway station
- The nearest cycle repair shop
- The nearest car hire agency
- The nearest overnight hotel accommodation
- your vehicle within a 25 mile radius
- or your home if nearer

You can extend your cover to include:

- up to 90 days' cover within the rest of Europe
- cover for punctures

IMPORTANT NUMBERS:

If you breakdown in Britain call **0800 0737 283 or 08000 RESCUE**

If you breakdown in Europe call **0044 870 77 44 565**

If you are involved in a road traffic accident and require legal advice call **0845 389 1050**

If you are hard of hearing you can TEXT us on **07876 577 244**



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SIGNIFICANT EXCLUSIONS (full details within your Breakdown insurance policy wording)

- For new and upgraded policies claims within the first 48 hours of the start of the policy will not be covered.
- Damage to tyres by road punctures capable of being repaired by a cycle emergency kit available to **you** at the time of the incident unless the additional puncture cover has been purchased
- Cover in the European **Union** unless the additional European cover has been purchased

THE LEGAL BIT

Please take time to read the attached full policy document to make sure **you** understand the cover provided. This summary does not form part of **your** contract of insurance.

Your cover is valid until the date specified on **your ETA** customer statement. Please refer to **your ETA** customer statement, which is given to **you** when the policy is issued or amended, this will detail the type, level and period of cover provided.

The insurance is underwritten by UK General a trading name of UK Underwriting Ltd, on behalf of Ageas Insurance Limited, registered in England number 354568; registered office: Ageas House, Tollgate, Eastleigh SO53 3YA. Policies are administered by ETA Services Ltd, 68 High Street, Weybridge KT13 8RS, claims are administered by Call Assist Ltd of Axis Court, North Station Road, Colchester CO1 1UX.

CANCELLATION RIGHT

We hope **you** are happy with the cover this policy provides. **You** have the right to cancel it without giving any reasons within fourteen days of the start date of the policy and **you** will receive a full refund. Should **you** cancel after fourteen days **we** will credit **your ETA** customer account with an amount proportionate to the unexpired period remaining on the policy as detailed on **your ETA** customer statement.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen days' notice to the **insured** at their last known address

COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

BREAKDOWN INSURANCE POLICY

BREAKDOWN INSURANCE arranged by **ETA Services Ltd** with UK General a trading name of UK Underwriting Limited on behalf of: Ageas Insurance Ltd, registered in England, number 354568, registered office: Ageas House, Tollgate, Eastleigh SO53 3YA

ETA Services Ltd, UK Underwriting Limited, and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

GENERAL DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold print:

- Britain** means Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
- Claims administrator** means Call Assist Ltd of Axis Court, North Station Road, Colchester CO1 1UX.
- ETA** means ETA Services Ltd, the policy administrators of this scheme.
- European Union** means territories of the member states that are governed by European Union law, and Norway and Switzerland.
- Home** means the address last notified to the **ETA** as **your home** or if a corporate member the address to where **your vehicle** is registered.
- Pedal cycle** means any bicycle, adult tricycle or tandem, including any mechanically or electronically assisted cycle weighing less than 60kg and with an output not exceeding 250w/15.5mph.
- Period of insurance** means the period specified on **your ETA** customer statement from the date of acceptance by **us** of the **breakdown** insurance, provided that the appropriate premium has been paid.
- Breakdown** is a service that covers **you** on any **pedal cycle** provided **your** details are registered with the **ETA**. **You** are covered for any **pedal cycle** on which **you** may be travelling, provided that **you** are in possession of identification at the time of the **breakdown**.
- We/Our/Us/Insurer** means UK Underwriting Ltd on behalf of Ageas Insurance Limited.
- You/Your/Insured** means the owner or cyclist (provided that such cyclist has the permission and consent of the owner).

DETAILS OF COVER

Cycle **Breakdown** is available in four cover options: Cycle **breakdown**, Cycle **breakdown** with Europe, Cycle **breakdown** with Puncture cover, Cycle **breakdown** with Europe and Puncture cover. The cover **you** receive is dependent upon which option and combination of cover options **you** choose.

WEIGHT RESTRICTIONS

The maximum permissible weight of pedal cycles is 60kg.

CYCLE BREAKDOWN

This service requires the member to be in possession of identification at the time of the **breakdown**.

If **you** suffer a **breakdown** to **your pedal cycle** irreparable at the scene, occurring one mile or more from **your home**, the **ETA** undertakes to pay for the transport of the cycle and **you** to:

- the nearest appropriate railway station; or
- the nearest suitable cycle repair shop; or
- the nearest car hire agency; or
- the nearest overnight accommodation; or
- **your vehicle** within a 25 mile radius or
- **home**, if nearer.

CYCLE BREAKDOWN PUNCTURE

This option extends **your cycle breakdown** service for breakdowns where there is damage to tyres caused by road punctures.

CYCLE BREAKDOWN EUROPE

This option extends **your cycle breakdown** service for up to 90 days to all states of the **European Union**.

CYCLE BREAKDOWN, PUNCTURE AND EUROPE

This option extends **your cycle breakdown** service for up to 90 days to all states of the **European Union** and covers you for breakdowns where there is damage to tyres caused by road punctures.

Special Exclusions Applicable to Cycle Breakdown

Cycle **Breakdown** does not cover:

1. Any costs other than the call-out charge and transportation of **you** and **your** cycle to one of the above destinations.
2. Medical and other expenses arising out of injury sustained by **you**.

RAPID RESPONSE PLEDGE

If the repair/recovery operator does not arrive within sixty minutes of **our** receipt of **your** request for assistance (except for any delay beyond the control of the driver such as road closure, snow, mud, sand, flood, if the **vehicle** is inaccessible, there are adverse weather conditions or because **you** did not provide accurate information concerning the location of the **vehicle**), **we** pledge to pay **you** £10 within twenty eight days of receiving **your** written claim. Claims must be made to the **ETA** membership department within fourteen days of the call-out.

Special Exclusions Applicable to the Rapid Response Pledge

The rapid response pledge does not apply to:

- **ETA** corporate members, or
- Any recovery arranged by the police, or
- Members who owe the **ETA** money currently or at the time of the incident.

If a complaint has been made to **us** regarding the incident, payment may be made on resolution of the complaint.

EQUITABLE RESCUE POLICY

Should **you** have more than three **breakdown** call-outs (or claims) per policy per year **we** will request documentary evidence that the Pedal **Cycle** in question is being properly serviced and maintained. Payment for further callouts will then be provided at **our** discretion. **We** would never refuse to assist an **ETA** member.

ROAD TRAFFIC COLLISION

If the incident has been caused by a road traffic collision the **ETA** will cover costs of the call-out, however the service provided will be dependent upon the level and type of cover **you** have purchased.

ETA HELPLINE

Where not already covered under **your** specific policy limits **ETA** members are entitled to the additional benefits outlined below. These benefits however do not apply to corporate members.

Details of Cover

1. If an unforeseen emergency outside **your** control occurs anywhere within **Britain** and results in **your** failure to complete a non-commuting journey and as long as the journey exceeds a distance of five miles from **your home** address, **we** will, within the terms of cover, by means of our 24-hour emergency helpline, seek to arrange the following assistance:

- (a) notify up to two people of the delay/cancellation of the trip;
 - (b) arrange emergency overnight accommodation;
 - (c) arrange alternative transport (for example a hire car, taxi, coach, train etc.);
 - (d) arrange transport (non-medical) to a medical facility for unforeseen and non-urgent medical treatment during absence from **home**.
2. If any private motor car in which **you** are travelling is immobilised following accident or **breakdown**, **we** will arrange at **your** request the appropriate **vehicle** assistance services, which might include the following:
- (a) attendance of a suitable and competent **vehicle** recovery specialist to provide roadside repairs and/or recovery of vehicle and passengers to the nearest **suitable garage** or destination;
 - (b) completion of journey by replacement hire car or taxi or alternative accommodation, or such other solution that **we** shall consider appropriate.
3. If the windscreen or other windows of **your** vehicle are damaged following accident, fire or theft, replacement/repair will usually be covered by **your** motor insurance and might be free of charge. Therefore, it might be in **your** interests to contact **your** motor insurance company in the first instance. Upon request, **we** will give **you** the telephone number of a suitable windscreen replacement or repair company as appropriate for the particular damage sustained.
- You** are responsible for any costs not covered under **your** policy.

FREE LEGAL ADVICE

For advice in the event of an accident or on any personal legal problem at any time, telephone Access Legal on 0845 389 1050, and quote **your** **ETA** membership number.

TERMS AND CONDITIONS

- 1. **Your** compliance with the terms and conditions of this insurance is a condition precedent to any liability of **ours** to making any payment.
- 2. **Your** **pedal cycle** must be maintained in a safe and roadworthy condition and serviced in accordance with the manufacturer's guidelines.
- 3. **You** shall take all reasonable steps to have permanent repairs carried out on **your** **pedal cycle** following a **breakdown**. If **you** fail to take such

- steps then the **ETA** may refuse to pay for assistance if the same fault recurs.
- 4. If **you** have a right of action against a third party **you** shall co-operate with the **ETA** to recover any costs incurred by the **ETA**. If **you** are covered by any other insurance policy for any costs incurred by the **ETA** **you** shall claim these costs and reimburse the **ETA**.
- 5. **We** are not liable for any obligation that **we** have not expressly and specifically authorised **you** to undertake.
- 6. **You** must keep all receipts for any reclaimable expenditure.
- 7. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available.
- 8. **We** may take credit card details if for reasons outside **our** control **we** are unable to confirm **your** coverage.

GENERAL EXCLUSIONS

We shall not be liable for:

- 1. Any incident occurring outside the **period of insurance**.
- 2. Any incident brought about by an avoidable, wilful or deliberate act.
- 3. Any claim **you** make under the policy knowing the claim to be false or fraudulent in any respect. Such claims shall deem the policy void and all claims under it shall be forfeited.
- 4. Any incident if **you** owe **us** money.
- 5. For new and upgraded policies **we** will not pay for any claims within the first 48 hours of the start of the policy. This does not apply to renewed policies.
- 6. **Pedal cycles** that have broken down more than three times with no remedial action being taken, although assistance may be arranged at **your** own expense, as defined in **our** equitable rescue policy.
- 7. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for **you** to collect **your** **pedal cycle** from a repairer or for any time that has to be taken off work because of a **breakdown**.
- 8. Fines or penalties imposed by courts.
- 9. Call-out charges the police might charge.
- 10. Ferry charges or road tolls.
- 11. Any damage to **your** **Pedal Cycle** whilst being recovered, stored or repaired and any liability or consequential loss arising from any act performed in the execution of the assistance services provided including theft of objects or accessories on **your** **pedal cycle**.
- 12. Any claim for reimbursement of car hire, hotel or travel expenses not agreed by **us**.

- 13. The cost of any parts, components, lubricants or materials, food, drinks, telephone calls, or insurance for a hire **vehicle** or other incidental expenses.
- 14. Any expenses **you** would have had to pay anyway as part of the journey or any cost that would have occurred had no claim arisen.
- 15. Any costs which may be recoverable elsewhere.
- 16. Overnight accommodation costs and car hire charges.
- 17. Any repair costs whatsoever.
- 18. The charges of any company or person other than the recovery agent called out by the **ETA**.
- 19. Claims where the **ETA's** helpline has not been notified promptly of the **breakdown** prior to expenses being incurred and authorised.
- 20. Claims where charges incurred have not been settled promptly by **you** before requesting reimbursement.
- 21. Any charges arising from **your** failure to comply with the requests of the **ETA** or its agents concerning the assistance being provided to **you**.
- 22. Any charges where, having contacted the **ETA**, **you** effect recovery or repair by other means unless **we** have agreed to reimburse **you**.
- 23. Any charges incurred resulting from **your** **breakdown** on a road where **our** rescuing **you** would be unlawful.
- 24. Any costs incurred if **you** are unable to make a telephone connection to the numbers provided.
- 25. Claims in the case of **cycle breakdown** if identification is not supplied.
- 26. Damage to tyres by road punctures capable of being repaired by a cycle emergency kit available to **you** at the time of the incident unless the additional puncture cover has been purchased
- 27. Cover in the **European Union** unless the additional European cover has been purchased.

CANCELLATION RIGHT

We hope **you** are happy with the cover this policy provides.

You have the right to cancel it without giving any reasons within fourteen days of the start date of the policy and **you** will receive a full refund.

Should **you** cancel after fourteen days **we** will credit **your** **ETA** customer account with an amount proportionate to the unexpired period remaining on the policy as detailed on **your** **ETA** customer statement. **We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance documentation by sending fourteen days notice to **you** at **your** last known address.

If **we** do cancel this insurance **you** will receive a refund of premium equal to the unexpired period of cover remaining at the time **we** cancel.

MAKING A CLAIM

If **you** have a claim, please ring the **claims administrator** as soon as possible to tell them about it. The 24 hour emergency helpline number is 08000 RESCUE or 08000 737 283.

If in the unfortunate event of a failure on this number, please call 0870 77 44 565. If **you** are outside **Britain** then the emergency helpline number is 0044 870 77 44 565, and call charges may be reversed to this number.

SMS text messaging is available for use by deaf, hard of hearing or speech-impaired members in a **breakdown** situation. **You** may text **us** on 07876 557 244 to receive assistance.

UK General Ltd is an insurer's agent and in the matters of a claim acts on behalf of the insurer.

WHAT TO DO IF YOU ARE NOT SATISFIED

We do everything **we** can to make sure that **our** customers get the high standard of service they expect. If **you** feel **you** have cause for complaint regarding the information and advice about **your** policy, **you** should contact **us**. Please remember to always quote **your** **ETA** number in any correspondence, this may be found at the top of **your** **ETA** customer statement.

You can contact **us** by writing to the Member Services Manager, **ETA** Services Ltd, 68 High Street, Weybridge KT13 8RS, by telephone on 0845 389 1010 or by email via feedback@eta.co.uk

If having received a response from **us** **you** remain dissatisfied **you** should write to: The Customer Relations Manager, UK General, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

Please ensure **you** quote **your** **ETA** number and where the insurance was purchased.

If it is not possible to reach an agreement, **you** 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 €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800

Your statutory rights are not affected if **you** choose to follow the complaints procedure above. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION ACT 1998

Please note that any information provided to **us** and **our** agents about **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims. This may necessitate providing such information to third parties.

This policy wording relates to any policy renewed on or between: 1 June 2011 and 31 May 2012 inclusive.

We may monitor all telephone conversations with the aim of improving our service. At **ETA** our literature is printed on 100% recycled paper from post consumer waste, is fully recyclable and biodegradable, totally chlorine free, elemental chlorine free, NAPM approved, long life archival usage approved, Nordic Swan environmental awarded and is produced in a mill that holds ISO 14001 certification.

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Cycle Rescue
1 June 2011 – 31 May 2012