# Your Cycle Insurance Policy

### **Key facts**

please note this is just an overview of your cover – please read the attached policy documents for complete cover terms – Words in bold are defined on page 4.

# Key changes to the cycle insurance policy you may have purchased last year are:

- The excess applicable to theft and accidental damage claims shall be 5% of the amount being claimed with a minimum excess of £25.
- Claims where the bicycle has been left unattended between the hours of 1:00am and 4:00am in a location where there is public access will be subject to an excess of 20% of the amount being claimed with a minimum excess of £100
- · You will not be covered for any claim where theft or attempted theft has occurred in your home street overnight.
- Claims for theft, accidental loss or accidental damage to bicycle(s) whilst taking part in racing, triathlons or whilst in transition will now be covered.
- Cycles with an insured value of up to £5,000 will now be covered.



### **Important numbers**

If you breakdown in Britain call **0800 0737 283** or **08000 RESCUE**If you require legal advice call **0845 389 1050**If you are hard of hearing you can TEXT us on **07876 577 244**If you need to make a claim call **0845 389 1010**Or go to **www.eta.co.uk** to download a claim form







#### YOUR CYCLE INSURANCE COVER

This insurance covers your bicycle for theft, accidental loss or accidental damage occurring within Britain and for up to ninety days in Europe and up to sixty days worldwide whilst left unattended at any time provided you have complied with the following:

- The bicycle is secured through its frame by an approved lock to an immovable object, or;
- It is locked in a building where theft occurs because of forcible or violent entry.

Loss or damage to the bicycle whilst in the custody of an airline or courier provided:

 A receipt has been obtained from the airline/carrier for the period of transportation confirming their acceptance of responsibility for the bicycle, and you have complied with the airline or carriers terms and conditions and packaging/storage requirements.

#### The policy also provides:

- Personal liability and personal accident insurance only whilst you (or somebody with your consent) are using the bicycle;
- ETA cycle breakdown;
- Bicycle hire costs while your bicycle is being repaired or replaced;
- 'Get you home' cover following theft or damage to your bicycle:
- Free legal advice line in the event of an accident or for any personal legal problem and;
- Theft, accidental loss or accidental damage to bicycle(s) whilst taking part in racing, triathlons, pacemaking and time or reliability trials.

### **MAKING A CLAIM**

In order that we can process your claim you must produce the following documents together with your claim form:

Evidence of ownership of your bicycle

Receipt for your approved lock

Replacement quote from a VAT registered bicycle shop

#### SIGNIFICANT EXCLUSIONS

(full details within your cycle insurance policy wording)

- Theft following abandonment where your bicycle has been left in a location where public access could be achieved.
- Claims where the bicycle has been left unattended for more than 12 hours at any one time or 24 hours in respect of bicycles left at train stations to which there is public access.
- Claims for theft or attempted theft in your home street overnight.
- Claims where the bicycle has not been secured through its frame using an approved lock.
- Theft or attempted theft of the bicycle(s) whilst left unattended at any time unless:
  - the bicycle is secured through its frame by an approved lock attached to an immovable object, or;
  - it is in a building classified as a) house, b)
    garage/outbuilding, c) flat, d) room, g) shed,
    where all external doors are locked and theft
    is occasioned by a forcible or violent entry.
    In this instance, the bicycle must be stored
    out of sight
  - 3. It is in a building classifies as e) communal hallway, f) communal outbuilding, h) purpose built bike container where all external doors are locked and the bicycle has been secured through its frame to an immoveable object.
  - It is locked in a vehicle and stored out of sight where theft is occasioned by a forcible or violent entry.
- Claims where the bicycle has suffered damage because of a manufacturing fault and is still covered under a manufacturer's warranty.
- Loss or damage caused by depreciation in insured value, wear and tear, cleaning, alteration, adjusting,
- Restoration, repair, maintenance, mechanical or electrical breakdown, scratching, misuse, atmospheric or climate conditions.
- Loss or damage to tyres or accessories unless the bicycle is lost or damaged at the same time.
- Claims where the bicycle has an insured value of more than £5,000 inclusive of any extra accessories.
- Claims where you have insured your bicycle for less than its insured value inclusive of any extra accessories. Note: The purpose of this exclusion is to prevent bicycles from being part/under-insured.
- Loss or damage caused by insects, vermin, fungus, domestic pet or any gradually operating cause.

#### 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 insurance provided.

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

#### **CANCELLATION RIGHT**

We hope that you are happy with the policies that we provide. You have the right to cancel this policy within fourteen days of the start date of the policy without giving any reasons and you will receive a full refund unless a claim has been made. For cycle insurance policies, certain claim payments might cancel your policy. 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 for a maximum of three years upon when it will not be recoverable. However should a claim have been made, this credit will not apply. The ETA reserves the right to withdraw and cancel insurances if you fail to pay premiums or installments of premiums on demand, or fail within seven days of a written request from us, to provide any documentation or information required by us. In the event of our cancelling a policy after its beginning or its renewal our fees or commission will not be returnable.

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 might 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 will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.



## Cycle insurance policy

CYCLE INSURANCE arranged by ETA Services Ltd with UK General Insurance Limited on behalf of Ageas Insurance Limited, registered in England No.354568. Registered office: Ageas House, Tollgate, Eastleigh SO53 3YA.

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

**ETA** cycle insurance cover is attached to the nominated **bicycle**.

Public liability and personal accident benefits are only payable to or on behalf of the person using the **bicycle** at the time an incident covered by this policy occurs.

In addition to this public liability shall also be extended to the policy holder using any **bicycle** with the owner's consent.

Cycle insurance includes **cycle** rescue, which is only valid if the customer is in possession of identification.

#### **DEFINITIONS**

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

- Abandonment means being left in a location for more than 12 hours at any one time or 24 hours in respect of bicycles left at train stations to which there is public access.
- Accessories equipment added and fixed to the bicycle in addition to the manufacturers original specifications, including trailers and passenger carrying trailers.
- Accidental Damage means damage caused accidentally by violent and external means including vandalism.
- Administrator / ETA means ETA Services Ltd, 68 High Street, Weybridge KT13 8RS.

#### 5. Approved Lock means

- a) a nominated lock from the appropriate category of the Sold Secure website www.soldsecure.com (bicycles inclusive of any fixed accessories that have an insured value of less than £250 require a Bronze rated lock, bicycles inclusive of any fixed accessories that have an insured value of less than £1,500 require a Silver rated lock and bicycles inclusive of any fixed accessories that have an insured value exceeding £1,500 require a Gold rated lock); or
- b) any other specified lock accepted by **us** and specified in an **endorsement**.
- Britain means Great Britain and Northern Ireland, the Channel Isles and the Isle of Man.
- 7. Building which is classified as
  - a) a brick, concrete or stone house of standard construction with a slate,
     tiled or multi layered roof
  - b) a privately accessed brick, concrete or stone built outbuilding or garage with a slate, tiled, corrugated steel, asbestos or multi layered roof, attached to or within the boundaries of a private house
  - c) a self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof
  - d) a self-contained lockable private room in the halls of residence
  - e) a communal hallway of a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof within the building.
  - f) a brick concrete or stone communal outbuilding of standard construction with a slate, tiled, corrugated steel, asbestos or multi layered roof within the boundaries of the building.
  - g) a privately accessed wooden shed within the boundaries of the property.
  - h) a privately accessed metal purpose built bike container.

- 8. Bicycle means any cycle, adult tricycle or tandem, including component parts and accessories permanently fixed to the bicycle, specified in the schedule which is your property, or for which you are legally responsible, normally kept at the address described in the schedule. This definition shall be extended to include any mechanically or electronically assisted bicycle weighing less than 60kg and with an output not exceeding 250w/15.5mph.
- Corporate Customer means an organisation or business that has become customer of the ETA.
- Endorsement means any terms and conditions additional to this certificate of insurance and specified on your ETA customer statement.
- 11. Europe means geographical Europe, all countries having a Mediterranean shoreline, Canary Isles, Madeira and Jordan (Europe does not include Azerbaijan, Armenia or Georgia which are in Asia).
- 12. Evidence of ownership means original purchase receipt, showing the date, price paid, details of the bicycle and approved lock name and address of seller, or other evidence, which clearly demonstrates ownership or a valuation from a VAT registered bicycle shop.
- Family means parents, spouse, partner, son, daughter or siblings (aged 16 years or over).
- 14. Forcible and Violent Entry means
  - a) entry evidenced by visible damage to the fabric of the **building** at the point of entry;
  - b) damage caused to an immovable object or approved lock.

- 15. **Home street** means the street outside the registered address of the policy holder.
- 16. Immovable Object means
  - a) any solid object fixed in or on to concrete or stone, which is not capable of being undone, removed with, or lifted under/over the **bicycle**;
  - b) a properly fixed motor vehicle roof rack or properly fixed vehicle **bicycle** rack;
  - c) at train stations, a **bicycle** rack supplied by the train station expressly for the purpose of securing bikes, and within the jurisdiction of the transport police.
- 17. Insured value means the recommended retail price (when purchased from a VAT registered cycle shop based in Britain) at the time of purchase inclusive of accessories.
- Overnight being the hours of 11:00pm to 7:00am respectively
- 19. Period of Insurance means the period specified on your ETA customer statement from the date of acceptance by us of the insurance, provided that the appropriate premium has been paid.
- Public Access means an area (regardless of it being private property) to which the public can gain entry without force.
- We/Our/Us/Insurers means UK General Insurance Ltd on behalf of Ageas Insurance Limited.
- 22. You/Your means the ETA customer as detailed on your ETA customer statement and any person using the bicycle with their consent.



We will indemnify you against theft, accidental loss or accidental damage to bicycle(s) including racing, pacemaking, time or reliability trials, triathlons, or whilst practising for any of them.

In the case of triathlon events, **cycles** left in a supervised transition area will be covered.

If you suffer accidental damage to your bicycle occurring more than one mile from your home we will pay (pay and claim basis) for the reasonable cost of taxi hire in order to get you to your onward destination or home. This is a personal cover option, and will only be considered as part of a claim for repair or replacement of the insured bicycle.

In addition, **we** will reimburse the hire costs of a replacement **bicycle** whilst **your** own **bicycle** is being repaired or replaced up to a maximum value of £250.

### CONDITIONS APPLICABLE TO THEFT AND DAMAGE

- 1. The excess applicable to claims under this section shall be 5% of the amount being claimed with a minimum excess of £25. Claims where the **bicycle** has been left unattended between the hours of 1:00am and 4:00am in a location where there is **public access** will be subject to an excess of 20% of the amount being claimed with a minimum excess of £100
- 2. We will pay the cost of repair or pay the cost of replacement as new or at our discretion will arrange for repair or replacement to be effected. Our liability shall not exceed the insured value detailed on your ETA customer statement less any excess as indicated under the claims excess section. In the event of partial loss the sum insured will be reinstated automatically other than in the case of total loss or destruction where all cover ceases. When making a claim, you will need to produce evidence of proof of purchase of the bicycle and accessories in the form of an original purchase receipt or valuation certificate.
- 3. Upon settlement of a claim for loss or damage where the bicycle has been recovered or is deemed a total loss we have the right to take and keep possession of any part or the entire bicycle and deal with the salvage in a reasonable manner, but you shall not abandon any bicycle to us. In the instance of a bicycle being recovered it is your responsibility to notify us.
- 4. Claims for damage must be approved by **us** prior to repairs being carried out.

### EXCLUSIONS APPLICABLE TO THEFT & DAMAGE

- Theft following abandonment where your bicycle has been left in a location where public access could be achieved.
- Theft within Britain, including a period not exceeding ninety days during any one period of insurance in Europe and sixty days worldwide.
- Claims where the bicycle has been left unattended for more than 12 hours at any one time or 24 hours in respect of bicycles left at train stations to which there is public access.
- 4. Claims where theft or attempted theft has occurred in your home street overnight.
- Any claim where you have declared the use of an approved lock but have been unable to demonstrate that an approved lock was used.
- Theft where the bicycle has not been secured through its frame using an approved lock.
- 7. Loss or damage caused by depreciation in value, wear and tear, cleaning, alteration, adjusting, restoration, repair, maintenance, mechanical or electrical breakdown, scratching, misuse, or atmospheric or climatic conditions.
- 8. Theft or attempted theft of the **bicycle(s)** whilst left unattended at any time unless:
  - a) the bicycle is secured through its frame by an approved lock attached to an immovable object, or:
  - b) it is in a building classified as a) house, b) garage/ outbuilding, c) flat, d) room, g) shed, where all external doors are locked and theft is occasioned by a forcible or violent entry. In this instance, the bicycle must be stored out of sight.
  - c) It is in a building classified as e) communal hallway, f) communal outbuilding, h) purpose built bike container where all external doors are locked and the bicycle has been secured through its frame to an immoveable object.
  - d) it is locked in a vehicle and stored out of sight where theft is occasioned by a forcible or violent entry.
- Loss or damage occurring whilst in the custody of an airline or courier unless;
  - a) a receipt has been obtained from the airline/carrier for the period of transportation confirming their acceptance of responsibility for the **bicycle**, and;
  - b) **you** have complied with the carrier's terms and conditions and packaging/ storage requirements.

- 10. Loss or damage to tyres or accessories unless the accessories are permanently fixed to the bicycle and the bicycle(s) are lost or damaged at the same time.
- 11. Loss or damage by confiscation or detention by customs or other authorised officials.
- 12. Damage to tyres by application of brakes or by road punctures, cuts or bursts.
- 13. Claims where the **bicycle** has an **insured value** of more than £5,000 inclusive of any extra **accessories.**
- Theft by a person or persons to whom the bicycle is entrusted.
- 15. Claims where you have insured your bicycle for less than its insured value inclusive of any extra accessories. Note: The purpose of this exclusion is to prevent bicycles from being part/under-insured. If the bicycle were found to be under-insured we may only meet the claim, less excess, to the same proportion as the bicycle was covered. For example, a bicycle, which is only insured for half its value will only receive half the loss less any excess. It is your responsibility to ensure that the insured value of your bicycle is correct (or its nearest equivalent if your bicycle is no longer available) as this may increase or decrease over time.
- 16. Claims where the **bicycle** has suffered damage because of a manufacturing fault and is still covered under a manufacturer's warranty.
- 17. Loss or damage caused by insects, vermin, fungus, domestic pet or any gradually operating cause.

### EXCLUSIONS APPLICABLE TO CYCLE HIRE

- This benefit can only be claimed as part of a claim for repair or replacement of the insured bicycle.
- 2. When the costs of hire have not been agreed with  ${f us}$ .
- 3. Where our prior authority has not been obtained.
- 4. Where the costs of hire are greater than a normal charge through a recognised supplier.
- Where the costs exceed more than £250 during any one period of insurance.
- Where the costs are in excess of the value of the bicycle or repair costs.
- 7. Where evidence of expenditure cannot be provided.
- 8. Where costs are incurred by anyone other than you.

### EXCLUSIONS APPLICABLE TO GET YOU HOME COVER

- Any costs other than the taxi fare to transport you and your bicycle to your onward destination.
- Where the costs exceed more than £100 during any one period of insurance.
- 3. Where evidence of expenditure cannot be provided.

### MAKING A CLAIM FOR THEFT OR DAMAGE

Should **you** need to make a claim, please ring 0845 389 1010 or go to www.**eta**.co.uk to download a claim form. All claims must be notified to **us** within 28 days of occurrence.



**We** will pay the amount shown below if at any time whilst **you** are using a **bicycle**, **you** are involved in an accident, which shall solely and independently of any other cause, cause bodily injury which results in **your** death, loss of limb, loss of sight or permanent disablement. The amounts **we** will pay under this section are:

Loss of Limb	£10,000
Loss of Sight	£10,000
Permanent Total Disablement	£10,000
Death	£20,000

### CONDITIONS APPLICABLE TO THIS SECTION

- Benefit under this section shall be payable to you and your nominees.
- 2. Benefit is limited to a maximum of £20,000 per person.

### EXCLUSIONS APPLICABLE TO THIS SECTION

- 1. You when aged under 16 or over 85.
- 2. **You** for permanent total disablement benefit when over 65.
- 3. You if the accident occurred outside Europe.
- 4. You if you are an ETA corporate customer.
- Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or your own criminal act.
- When directly or indirectly resulting from stress, trauma or psychiatric illness.

- Any benefit when your death, injury or loss does not occur within 180 days of the accident or personal liability of whatsoever nature, directly or indirectly cause, contributed.
- Any benefit where you cannot prove to us that the permanent total disablement has continued for 12 months from the date of the accident and in all probability will continue for the remainder of your life.
- 9. More than one benefit under this section.
- 10. Any accident not involving the use of a bicycle.

#### MAKING A CLAIM IN THIS SECTION

Should **you** need to make a claim, please ring 0845 389 1010 or go to www.**eta**.co.uk to download a claim form. All claims must be notified to **us** within 28 days of occurrence.

#### FREE LEGAL ADVICE

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



**We** will become legally liable to pay for accidental bodily injury, death, or **accidental damage** to any person or **accidental damage** to third party property, which arise from **your** use of any **bicycle**.

### CONDITIONS APPLICABLE TO THIS SECTION

- The total amount payable includes reasonable defence costs and expenses incurred by you with our written consent.
- The maximum amount we will pay under this section is £1 million.

### EXCLUSIONS APPLICABLE TO THE SECTION

- 1. Any liability outside Britain
- 2. You when aged under 16 or over 85.
- 3. An excess of £250 for each and every claim arising from damage to third party property.
- 4. Liability arising from loss or damage to property which belongs to **you** is in **your** care, custody or control.
- 5. Where **you** are entitled to indemnity from another source.
- When punitive, exemplary or aggravated damages are awarded against you.
- Indemnity under this section in respect or injury, loss, damage, cost or expense, of whatsoever nature directly or indirectly caused by, or resulting from, or in connection with any act of terrorism.

- 8. Any liability for bodily injury, loss or damage
  - a) to your employees or members of your family or household or to their property;
  - b) arising out of or in connection with **your** trade, profession or business, or assumed under contract;
  - c) arising out of the ownership, possession, use or occupation of land or **buildings**;
  - d) arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals, or firearms or weapons.
- 9. Any liability not involving the use of a bicycle.
- Any liability arising from a contract where you would have been liable in any event.
- 11. Using the **bicycle** professionally or for any trade/ business except commuting to and from work, or incidental use of the **bicycle** in the course of **your** work.
- 12. Whilst using the **bicycle(s)** for racing, pacemaking, time or reliability trials or whilst practising for any of them.

#### MAKING A CLAIM IN THIS SECTION

Should **you** need to make a claim, please ring 0845 389 1010 or go to www.**eta**.co.uk to download a claim form. All claims must be notified to **us** within 28 days of occurrence.

### CYCLE BREAKDOWN

If you suffer a breakdown to your bicycle (including punctures), which is irreparable at the scene, occurring one mile or more from your home, the ETA undertakes to pay for the transport of the bicycle and you (if appropriate) to:

- the nearest appropriate railway station; OR,
- the nearest suitable bicycle repair shop; OR,
- the nearest car rental agency; OR,
- the nearest hotel accommodation; OR,
- · your vehicle within a 25 mile radius; OR,
- · home, if nearer.

#### MAKING A CLAIM UNDER THIS SECTION

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 00 44 870 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.

### EXCLUSIONS APPLICABLE TO THIS SECTION

 Any costs other than the call out charge and transportation of you and your bicycle to one of the above destinations.



### CONDITIONS APPLICABLE TO ALL SECTIONS

- You must be over sixteen years of age and a a permanent legal resident of Britain.
- 2. **You** must pay in sterling. **Our** settlements and reimbursements will also be in sterling.
- 3. You shall take all reasonable steps to safeguard against accident, injury, loss, and damage and shall maintain the bicycle(s) in an efficient and roadworthy condition. Failure to comply with this condition might invalidate your claim.
- 4. We will be entitled to take over and deal with, in your name, the defence or settlement of any claim at our discretion and to take proceedings at our expense to recover for our benefit the amount of any payment made under this policy.
- Other Insurances If any loss, destruction, damage or liability insured by this policy, other than by Section B, is covered by any other insurance we shall pay only its rateable portion.
- 6. We will void this policy in its entirety from the date of loss or alleged loss and no cover provided will apply if a claim made by you or anyone acting on your behalf to obtain any benefit is fraudulent or intentionally exaggerated; or a false declaration or statement is made in support of a claim under this policy.
- English law applies to this policy unless you have asked for another law and we have agreed to this in writing before the start date.
- 8. In the event of a claim payment as a consequence of any insured event we will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement. In no circumstances shall the liability of the insurers exceed the claim limit shown in the ETA customer statement.
- 9. If you have not claimed for a full 12 month period you will receive a no claims discount on your renewal premium in accordance with the scale of discount applicable at renewal of your insurance. The no claims discount to which you are otherwise entitled will not be disallowed solely if you make a claim under Section D -Cycle breakdown.
- 10. It is possible that a claim may be made under a policy after its expiry so it is important that you keep such documents safely.
- 11. We cannot, in all cases, maintain a permanent record of information disclosed to us it and therefore your responsibility to ensure that all proposal forms and statements are correct. Any relevant changes in circumstances or in the risk must be notified to us as soon as you become aware of them and cover might, in certain circumstances, be invalid until we have accepted the changes.
- 12. We invite renewals on the understanding that there have been no changes in the risk (see paragraph 9 & 10 above).

- 13. The onus is upon you to ensure that all information supplied to us is accurate and we cannot accept any responsibility in the event of such information being inaccurate. You must, upon receipt of a policy document, check that the policy accurately reflects your instructions and changes required are notified to us immediately.
- 14. We hope that you are happy with the policies that we provide. You have the right to cancel this policy within fourteen days of the start date of the policy without giving any reasons and you will receive a full refund unless a claim has been made. For cycle insurance policies, certain claim payments might cancel your policy. 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 for a maximum of three years upon when it will not be recoverable. However should a claim have been made, this credit will not apply. The ETA reserves the right to withdraw and cancel insurances if you fail to pay premiums or installments of premiums on demand, or fail within seven days of a written request from us, to provide any documentation or information required by us. In the event of our cancelling a policy after its beginning or its renewal our fees or commission will not be returnable.
- 15. The administrator receives a commission from us that is earned by them when the premium is received and paid into the segregated bank account. This is normally a proportion of the premium. Commission rates are variable and do not in many cases reflect the work done by the administrators in arranging the cover and servicing. In such cases, the administrators may make the following charges: £5 for postal charges, £5 for contact charges, £10 for payment method charges. Any such fee and the reason for the fee will always be notified to you in advance and is non-refundable in the event of cancellation after the initial cancellation period has expired. Upon request, the administrators will disclose any commission, remuneration or payment they receive for arranging the insurance and any additional general insurance related activities.
- 16. Claims payments will be made in favour of the name shown on the policy. If payment is required to a third party we require a signed mandate instruction to make payment to a specific payee along with a brief explanation of the request.
- 17. Our files are confidential and we reserve the right to refuse to discuss matters relating to your insurance or other details held by us with any person other than you or your legal representative. The administrator will treat all your information as confidential (even when you are no longer a customer) except where the disclosure is made at your request or with your consent in relation to administering your insurance and except where law requires us. In accordance with data protection legislation including the Data Protection Act 1998 you are entitled to copies of personal data held by us upon written application. If you do not wish to receive marketing material from us please let us know.

### GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

- 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 bicycle from a repairer or for any time that has to be taken off work because of a theft, accident or breakdown.
- 2. This policy does not provide cover for any personal accident or personal liability of whatsoever nature, directly or indirectly caused, contributed to by or happening through or in the consequence of:
  - a) any liability in excess of the amount shown in your policy.
  - b) war, invasion, terrorism, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power.
  - c) ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves from aircraft other aerial devices travelling at supersonic speeds
  - d) wilful self inflicted injury or illness, suicide or an attempt to commit suicide, wilful exposure to danger, except in an attempt to save a human life, solvent abuse, being under the influence of alcohol or drugs, except those prescribed by a registered doctor and not those drugs prescribed for drug addiction, or drugs prescribed by a registered medical practitioner where a warning against riding has been given, your engaging in any illegal or criminal act.

#### **COMPLAINTS PROCEDURE**

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 or a claim under your policy, you should contact:

**Customer Experience Manager** 

**ETA Services Ltd** 

68 High Street

**WEYBRIDGE** 

**KT138RS** 

Telephone 0845 389 1010

Email customerservices@eta.co.uk

Please remember to always quote **your ETA** number in any correspondence, this can be found at the top of **your ETA** customer statement.

If your complaint cannot be resolved by the end of the next working day, the ETA will pass it to:

**Customer Relations Department** 

**UK General Insurance Limited** 

**Cast House** 

**Old Mill Business Park** 

**Gibraltar Island Road** 

Leeds

**LS10 1RJ** 

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

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 by letter: Financial Ombudsman Service, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

For more information on this visit www.financial-ombudsman. org.uk **your** statutory rights are not affected if **you** choose to follow the complaints procedure above. For further information about **your** statutory tights 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** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area

This policy wording relates to any policy purchased or renewed with a start date on or between:

1st April 2013 and 31st March 2014 inclusive.

### **ETA Cycle Insurance**

1st April 2013 – 31st March 2014



