

Cycle Rescue Policy Wording

1 October 2017 to 30 September 2018 - v1



Your Journey
Our World





Thank you for choosing cycle rescue from the ETA.

You will have already noticed that we are different.

For a start, we have been around for longer than most; I am proud to say that the ETA is now in its 27th year, and as part of our commitment to the environment, we have always championed cycling at its grass roots.

When you buy a policy from us, you help fund campaigns such as Back on a Bike - a new road show that allows people to have a go on a comfortable bike without commitment, pressure, high-vis clothing or helmets. Our fleet of ten Pashley bicycles has already visited care centres, schools, town centres and businesses and we have high hopes for this campaign over the coming year.

As keen cyclists ourselves, we are passionate about promoting cycling as fun. Earlier this year, we were awarded two Guinness World Records for our unique custom bikes; projects that brought a good news story about cycling to a new audience of millions. These are exciting times for cycling. As a nation, our collective mileage is up by 25 per cent over the last 15 years, from 4 billion kilometres cycled in 1998 to over 5 billion kilometres in 2013. If you contributed to that total, well done. You will have done wonders for your health, the environment and sent a powerful message of encouragement to those who have yet to take up cycling.

We look forward to supporting you and millions of other cyclists over the next 25 years. On behalf of our team, I welcome you to the ETA and wish you many miles of happy cycling this year.

Best wishes

Andrew Davis
Managing Director



Contents

Useful numbers	4	Equitable rescue policy	8
Key information	5	Road traffic collisions	8
The Legal Bit	6	Free legal advice	9
Cancellation right	6	Making a claim	9
Definitions	7	Customer verification	9
Details of cover	8	Complaints procedure	13
Rapid response pledge	8	Notes	14

Useful numbers

Useful numbers	
If you break down on your bicycle in Britain call: (Calls from mobiles or landlines charged as local rate calls)	0333 000 1234
If you break down in the rest of Europe call:	0044 1206 771 714
If you are involved in a road traffic crash and require legal advice call:	0345 389 1050
If you are hard of hearing you can TEXT us on:	07876 557 244

Key information

Please note this is just an overview of your cover. Please read the full policy wording for complete cover terms. Words in bold are defined on page 7.

Cycle Rescue

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

If you are more than one mile from your home and suffer a breakdown to your bicycle (including punctures) which is irreparable by you at the scene, or you are unable to complete your journey due to an injury, 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; or,
- home, if nearer.

In the case of a bicycle lock which has been rendered unusable because of vandalism, the ETA undertakes to send a recovery vehicle to assist you or, in some instances may pay for the service of a locksmith. We will require photographs as evidence of your vandalised lock and you will need to notify us beforehand so that we may authorise for a locksmith to be called.

Cover is extended to include Cycle Rescue for up to 90 days to all states of the European Union.

Key information

keyfacts

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 documentation. Please refer to your ETA documents, which you are provided with when the policy is issued or amended, this will detail the type, level and period of insurance provided.

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802, Munich. Their UK Branch office is at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Policies and reimbursement claims are administered by:

ETA Services Ltd
68 High Street
WEYBRIDGE
KT13 8RS

Breakdown claims are administered by:

Call Assist Ltd
Axis Court
North Station Road
COLCHESTER
CO1 1UX

Premium

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

Cancellation right

You have the right to cancel this policy within 14 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. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy. Should you cancel after 14 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 after which 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 instalments 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 giving 14 days notice in writing where there is a valid reason for doing so a cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Where there investigations provide evidence of fraud or a serious non-disclosure, they may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided them with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If they cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time they have provided cover, unless the reason for cancellation is fraud and/or misrepresentation they are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Compensation scheme

Great Lakes Insurance SE 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 Rescue Insurance Policy

Cycle Rescue Insurance arranged by **ETA Services Ltd** with UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

ETA Services Ltd and UK General Insurance Ltd are authorised and regulated by the Financial Conduct Authority.

Definitions

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

Bicycle means any **bicycle**, adult tricycle or tandem, which is **your** property, or for which **you** are legally responsible. This includes any mechanically or electrically assisted **bicycle** weighing less than 60 kg and with an output not exceeding 250 w/15.5 mph.

Breakdown is a service that covers **you** on any **bicycle** provided your details are registered with the **ETA**. **You** are covered for any **bicycle** on which **you** may be travelling, provided that you are in possession of identification at the time of the **breakdown**.

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.

Consequential loss means any other costs which are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy. An example of consequential loss is the loss of use of the **bicycle** while waiting recovery or any costs associated to not reaching / arriving at **your** destination.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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, including Norway and Switzerland.

Home means the address last notified to the **ETA** as **your home**.

Pay and Claim means **you** are initially responsible for any costs for which **we** may reimburse **you** for.

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.

We/Our/Us/Insurer means UK General Insurance Limited on behalf Great Lakes Insurance SE.

You/Your/Insured means the owner or cyclist (provided that such cyclist has the permission and consent of the owner).

Details of cover

Cycle Rescue

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

If **you** are more than one mile from **your** home and suffer a breakdown to **your bicycle** (including punctures) which is irreparable by **you** at the scene, or **you** are unable to complete **your** journey due to an injury, 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; or,
- home, if nearer.

In the case of a **bicycle** lock which has been rendered unusable because of vandalism, the **ETA** undertakes to send a recovery vehicle to assist **you** or, in some instances may pay for the service of a locksmith.

We will require photographs as evidence of **your** vandalised lock and **you** will need to notify **us** beforehand so that **we** may authorise for a locksmith to be called.

Cover is extended to include Cycle Rescue for up to 90 days to all states of the **European Union**.

Special exclusions applicable to Cycle Rescue

Cycle Rescue does not cover:

1. Any costs other than the call-out charge and transportation of **you** and **your** bicycle to one of the above destinations.
2. Medical and other expenses arising out of injury sustained by **you**.
3. For new and upgraded policies, claims within the first 24 hours of the purchase date will not be covered.

Rapid response pledge

If the repair/recovery operator does not arrive within an hour 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 **bicycle** is inaccessible, there are adverse weather conditions or because **you** did not provide accurate information concerning the location of the bicycle), **ETA** pledge to pay **you** £10 within twenty eight days of receiving **your** written claim. Claims must be made to the **ETA** customer care team within 14 days of the call-out.

Special exclusions applicable to the rapid response pledge

The rapid response pledge does not apply to:

- Any recovery arranged by the police, or
- Customers 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 **bicycle** 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** customer.

Road traffic collision

If the incident has been caused by a road traffic collision the **ETA** will cover costs of the call-out.

Free legal advice

For advice in the event of an accident or on any personal legal problem at any time, telephone our legal team on **0345 389 1050**, and quote **your ETA** number.

Making a claim

If **you** need to make a claim, please telephone **0333 000 1234**

If in the unfortunate event of a failure on this number, please call **0870 77 44 565**.

If **you** are outside **Britain** then **you** should telephone **0044 1206 771 714** (call charges may be reversed to this number)

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

UK General Insurance Ltd are an **insurer's** agent and in the matters of a claim act on behalf of the **insurer**.

Customer information

Consumer Insurance (Disclosure and Representations) Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

Customer verification

From time to time and for reasons outside of the **ETA's** control, there may be instances whereby **our claims administrators** are not able to verify/locate **your** policy on their system. In these circumstances they will contact the **ETA** to confirm that cover is in place. However, should this fall outside of the **ETA's** opening hours **you** will be offered a 'Pay on Use' claim where, **you** will be required to provide credit card details in order for assistance to be provided. **Our claims administrators** will contact the **ETA** at the earliest opportunity and should **your** cover be confirmed then no payment will be taken from **your** credit card.

Terms & conditions

1. **You** compliance with the terms and conditions of this insurance is a condition precedent to any liability of **ours** to making any payment.
2. **Your bicycle** 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 bicycle** 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.
9. **You** must be over sixteen years of age and a permanent legal resident of **Britain**.
10. **You** must pay in sterling. **Our** settlements and reimbursements will also be in sterling.
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.
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 14 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. **We** may keep an amount that reflects the administrative costs of arranging and cancelling the policy. Should **you** cancel after 14 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.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

16. The **ETA** reserves the right to withdraw and cancel insurances if **you** fail to pay premiums or instalments of premiums on demand, or fail within seven days of 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.
17. 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.
18. 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.
19. **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

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. **We** will not pay for any claims within the first 24 hours of the purchase date of the policy. This does not apply to renewed policies.
5. **Bicycles** 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.
6. **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 bicycle** from a repairer or for any time that has to be taken off work because of a **breakdown**.
7. Fines or penalties imposed by courts.
8. Call-out charges the police might charge.
9. Any damage to **your bicycle** 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 bicycle**.
10. Any claim for reimbursement that has not been agreed by **us**.
11. The cost of any parts, components, lubricants or materials, food, drinks, telephone calls, or insurance for a hire **vehicle** or other incidental expenses.
12. 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.
13. Any costs which may be recoverable elsewhere.
14. Overnight accommodation costs and car hire charges.
15. Any repair costs whatsoever.
16. The charges of any company or person other than the recovery agent called out by the **ETA**.
17. Claims where the **ETA's** helpline has not been notified promptly of the **breakdown** prior to expenses being incurred and authorised.
18. Claims where charges incurred have not been settled promptly by **you** before requesting reimbursement.
19. Any charges arising from **your** failure to comply with the requests of the **ETA** or its agents concerning the assistance being provided to **you**.
20. Any charges where, having contacted the **ETA**, **you** effect recovery or repair by other means unless **we** have agreed to reimburse **you**.
21. Any charges incurred resulting from **your breakdown** on a road where **our** rescuing **you** would be unlawful.
22. Any costs incurred if **you** are unable to make a telephone connection to the numbers provided.
23. Claims in the case of Cycle Rescue if identification is not supplied.
24. Any claim directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot, civil commotion, strikes, lockout, confiscation or detention by customs or other officials or authorities, malicious intent or vandalism.

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 Care Manager
ETA Services Ltd
68 High Street
WEYBRIDGE KT13 8RS
Tel: 0333 000 1234
Email: customercare@eta.co.uk*

Please remember to always quote **your** **ETA** number in any correspondence, this can be found on **your** **ETA** customer documents.

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

*Customer Relations Department
UK General Insurance Limited
Gibraltar Island Road
LEEDS
LS10 1RJ
Tel: 0345 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
Tel: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk*

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 rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Compensation scheme

Great Lakes Insurance SE 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:

1 October 2017 and 30 September 2018 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



Cycle Rescue Policy Wording

1 October 2017 to 30 September 2018 - v1

Your Journey
Our World