

Cycle Rescue Policy Wording

1 September 2020 to 30 September 2021 - 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 30th 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



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Important numbers

Important 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:	0753 7404 890

Important information

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 are provided when the policy is issued or amended and will detail the type, level and period of insurance provided.

The insurance is arranged by ETA Services Ltd and underwritten by DAS Legal Expenses Insurance Company Limited. Registered office address is:

*DAS House
Quay Side
Temple Back
BRISTOL
BS1 6NH*

ETA Services Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 313965. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202106. You can check our details on the Financial Services Register register.fca.org.uk.

Breakdown claims are administered by

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

Call Assist is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 304838.

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 refund

you with an amount proportionate to the unexpired period remaining on the policy, unless a claim has been made.

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.

We 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) Where we or the Insurer reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide accurate and complete answers to the questions your administrator/agent asked

If we 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 we have provided cover.

Where our investigations provide evidence of fraud or misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and we will be entitled to keep the premium.

If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with DAS Legal Expenses Insurance Company Limited, as well as other insurers, in the future.

Compensation scheme

DAS Legal Expenses Insurance Company 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. You may also contact the FSCS on their freephone number 0800 678 1100 or 020 7741 4100 or you can write to:

*Financial Services Compensation Scheme
P O Box 300
MITCHELDEAN
GL17 1DY*

Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- If your claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

ETA Services Ltd Privacy Notice

Our privacy notice explains in detail the types of personal data we may collect about you when you interact with us. It also explains how we'll store and handle that data and keep it safe. The policy can be found in full online at eta.co.uk/privacy-policy. In addition to our privacy notice, you can also find details of all of our suppliers together with links to their privacy policies.

If you would rather we send you a copy, our data protection officer will be pleased to help. Email us at customercare@eta.co.uk or write to us at:

*Customer Care
ETA Services Ltd
68 High Street
WEYBRIDGE
KT13 8BL*

Cycle Rescue Insurance Policy

Cycle Rescue Insurance arranged by ETA Services Ltd with DAS Legal Expenses Insurance Company Limited. Registered address: DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

ETA Services Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 313965.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation 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.

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**.

Insurer means DAS Legal Expenses Insurance Company Limited.

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 means ETA Services Ltd.

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, **we** undertake 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, **we** undertake 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.

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 **our** customers.

Road traffic collision

If the incident has been caused by a road traffic collision **we** 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 **0753 7404 890** to receive assistance.

Customer information

Consumer Insurance (Disclosure and Representations) Act

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** might 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.

You must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full. If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

Customer verification

From time to time and for reasons outside of **our** 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 **us** to confirm that cover is in place. However, should this fall outside of **our** 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 **us** 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 **we** 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 **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** shall claim these costs and reimburse **us**.
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. 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.
15. **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 2018 **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 **us**.
17. Claims where **our** 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 **us** or **our** agents concerning the assistance being provided to **you**.
20. Any charges where, having contacted the **us**, **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 any aspect of **your** policy or the service provided, please contact:

*Customer Care Manager
ETA Services Ltd
68 High Street
WEYBRIDGE
KT13 8BL
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 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 0300 123 9123*

*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

DAS Legal Expenses Insurance Company 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.

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

1 September 2020 to 30 September 2021 inclusive.

We may monitor all telephone conversations with the aim of improving our service.



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