

Cycle Rescue Policy Wording



0800 083 3035

enquiries@velosure.co.uk

VELOSURE CYCLE RESCUE POLICY

Please check Your Policy Schedule to ensure You have the level of cover You need and read the following to help You use the service.

What to do if You Require Assistance

If Your Pedal Cycle breaks down please call Our 24 hour Control Centre on:

01206 714739

Please have the following information ready to give to Our Rescue Controller who will use this to validate Your policy: -

- Your return telephone number with area code
- Your policy reference number
- Your precise location (or as accurate as You are able in the circumstances)

We will take Your details and ask You to remain by the telephone You are calling from. Once We have made all the arrangements We will contact You to advise who will be coming out to You and how long they are expected to take. Your mobile phone must therefore be switched on and available to take calls at all times. You will then be asked to return to Your Pedal Cycle.

Your Cover

as shown in Your Policy Schedule

If Your Pedal Cycle suffers an Insured Incident, which occurs more than one mile from Your Home Address, service will be provided. We will provide cover as detailed below for any Insured Incident in accordance with the policy wording. Cover will apply during the Period of Insurance and within the Territorial Limits (UK).

Cycle Rescue – UK

Roadside Assistance & Recovery

Providing you are in possession of a valid policy reference number or photographic identification, We will send help if You are unable to complete the Pedal Cycle portion of Your journey as a result of an accident, vandalism, or an irreparable breakdown to Your Pedal Cycle. We will arrange and pay for You, any pillows, and Your Pedal Cycle (if appropriate) to be transported at Our discretion to:

- The nearest suitable cycle repair shop *or*
- The nearest appropriate railway station *or*
- The nearest car rental agency *or*
- The nearest overnight accommodation *or*
- Your Home Address, if closer

Message Service

If You require, We will pass on two messages to Your home or place of work to let them know of Your predicament and ease Your worry.

General Notes

Uninsured Service

We can provide assistance for faults that are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of Pedal Cycle

Our policy only covers the Pedal Cycle registered on Our database, therefore any change must be notified immediately by calling us on 0800 083 3035. Please include Your policy number, the new make, model and colour of Your Pedal Cycle and the date You wish to make the change. If You do not notify Us of the new Pedal Cycle details, We may not be able to supply You with a service.

Governing Law

This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

Measurements

All distances referred to will be calculated using the driving distance via public highway.

Repairs

Any repairs undertaken by a cycle repairer shop are provided under a separate contract, which is between You and the cycle repairer shop. If the cost of repairs to Your Pedal Cycle is covered under a separate insurance policy, We advise You contact the insurer of that policy before authorising repairs to Your Pedal Cycle.

Definitions

Home Address

The last known address recorded on Our system where Your Pedal Cycle is ordinarily kept.

Insured Incident

An accident, act of vandalism, or irreparable breakdown to the Pedal Cycle, which immediately renders the Pedal Cycle immobilised.

Pedal Cycle

Means any bicycle, adult tricycle or tandem, including any mechanically or electronically assisted cycle weighing less than 40kg and with an output not exceeding 200w/15mph registered with Call Assist Ltd.

Period of Insurance

The duration of this policy as indicated on Your policy schedule for a period not exceeding twelve months.

Recovery Operator

The independent contractor Call Assist appoints to attend the Insured Incident.

Rescue Controller

The telephone Operator employed by Call Assist Ltd.

Territorial Limits (UK)

Great Britain and Northern Ireland.

Us, We, Our

Call Assist Ltd.

You, Your

The person named as 'the insured' in the schedule.

Exclusions

Applying to all sections unless otherwise stated

This insurance does not cover the following: -

1. Any incident occurring outside the period of cover.
2. Any incident within a mile, by public highway from your Home Address.
3. Any incident where the Pedal Cycle is being used in a way that is not specified in the design and manufacturers specifications, or arising directly out of the unreasonable use of the Pedal Cycle on unsuitable terrain.
4. The recovery of You and Your Pedal Cycle if repairs can be carried out at or near the scene of the incident within the same working day.
5. Incidents where the Pedal Cycle is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer, including immersion in mud, sand, snow or water.
6. Incidents while the Pedal Cycle is being used or has been modified for racing, trials or rallies, speed or endurance tests or practices for those activities.
7. Any damage to Your Pedal Cycle or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. 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 an Insured Incident.
8. Fines or penalties imposed by courts.
9. Callout charges the police may charge.
10. Ferry and toll charges.
11. The cost of parts, components, lubricants or materials, food, drinks, telephone calls, or other incidental expenses.
12. Any costs other than recovery to one of the destinations detailed above.
13. The charges of any company or person other than the Recovery Operator called out by Us.
14. Incidents where Our Control Centre has not been notified promptly of the incident prior to expenses being incurred.
15. Incidents where charges incurred have not been settled promptly by You before requesting reimbursement.
16. Any charges arising from Your failure to comply with the requests of Us or the Recovery Operator concerning the assistance being provided to You.
17. Any charges where, having contacted Us, You effect recovery or repair by other means.
18. Damage to tyres by road punctures capable of being repaired by cycle emergency kit available to You at the time of the incident.
19. Medical and other expenses arising out of injury sustained by You.
20. More than three claims in any one Period of Insurance.
21. Claims totalling more than £1,500 in any one Period of Insurance.

General Conditions

applying to all sections

1. The rider of the Pedal Cycle must remain with or nearby the Pedal Cycle until help arrives.
2. If a callout is cancelled by You and a Recovery Operator has already been dispatched, You will lose a callout from Your policy. We recommend You to wait for assistance to ensure the Pedal Cycle is functioning correctly. If You do not wait for assistance and the Pedal Cycle breaks down again within 12 hours, You will be charged for the second and any subsequent callouts.
3. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
4. We have the right to refuse to provide the service if You or Your passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Controllers or the Recovery Operator.
5. Pedal Cycles must be located within the Territorial Limits (UK) when cover is purchased and commences.
6. If We are able to repair Your Pedal Cycle at the roadside, You must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
7. The repair must be carried out if the Pedal Cycle is recovered to a cycle repair shop and the cycle repair shop can repair the Pedal Cycle within the terms stated. You must have adequate funds to pay for the repair immediately. If You do not have funds available, any further service related to the claim will be denied.
8. In the event You use the service and the fault is subsequently found not to be covered by the policy You have purchased, We reserve the right to reclaim any monies from You in order to pay for the uninsured service.
9. We may decline service if You have an outstanding debt with Us.
10. 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 will need to claim these costs and reimburse Us. We reserve the right to claim back any costs that are recoverable through a third party.
11. We reserve the right to transport Your immobilised Pedal Cycle in accordance with and subject to any legislation, which affects drivers' working hours.
12. Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided.
13. The policy is not transferable to another person.
14. We will provide cover if:
 - a) You have met all the terms and conditions within this insurance.
 - b) The information provided to Us, as far as You are aware, is correct.

Should You wish to contact Us, We can be contacted by:

- Mail: Customer Services, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX
- Email: enquiries@call-assist.co.uk
- Facsimile: 01206 364268

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered for transportation of an immobilised pedal cycle in the event of an accident, act of vandalism, or irreparable breakdown. As with any insurance, it does not cover all situations and you should read the terms and conditions of this policy to make sure that it meets your specific needs.

Our Promise To You

We aim to provide a high standard of service. Please telephone Us if You feel We have not achieved this and We will do Our best to rectify the problem immediately.

Complaints Procedure

Any enquiry or complaint You have regarding Your policy should be addressed in the first instance to the policy administrator:

Customer Relations, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please have ready the details of Your policy and in particular Your policy number, to help Your enquiry to be dealt with speedily.

We will acknowledge Your complaint within three working days of receiving it.

If You remain dissatisfied, short of court action, You can ask The Financial Ombudsman Service to review Your case provided the policy is not of commercial nature. The right to apply to the Financial Ombudsman Service must be exercised within six months of the date of the Company's final decision. The Financial Ombudsman Service can be contacted at the following address:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9123 (free from some mobile phones) or by visiting their website: www.financial-ombudsman.org.

Following the complaints procedure does not affect Your rights to take legal proceedings.

Cancellation Rights

If You fail to satisfy the terms of Your policy, We may choose to cancel Your policy during the Period of Insurance by giving You 7 days written notice of cancellation to Your Home Address. Examples of when We might do this includes You not paying a premium instalment when due or Us discovering that Your Pedal Cycle is no longer eligible for cover. We will refund the unexpired portion of Your premium.

This policy has a cooling off period of 14 days from the time You receive this information. If You do not wish to continue with the insurance, We will provide a refund of premium paid, providing no claim has been made. However, a refund of premium is not available if the total duration of the policy is for a period of less than one month. If You exercise Your right to cancel, the policy will be regarded as not taken up and cancelled from inception. You may cancel Your policy after this period, but no refund of premium is available. Please call 01206 714739.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. Further information about the compensation scheme arrangements is available from the FSCS by telephoning 020 7741 4100 or by visiting www.fscs.org.uk.

Data Protection Notice

Please read this notice carefully as it contains important information about Our use of Your Personal Information.

In this notice, unless otherwise indicated, We and Us and Our mean any, or all, of:

- Call Assist Limited (“Call Assist”);
- Ageas Insurance Limited (“Ageas”); and
- LawShield UK Ltd (“Velosure”);

Your Personal Information means any information We hold about You and any information You give Us about anyone else. You should show this notice to anyone else insured or proposed to be insured under Your policy as it will also apply to them. It explains how We use all the information We have about You and the other people insured under Your policy.

Please note that if You give Us false or inaccurate information this could give Ageas or Velosure the right to avoid Your insurance policy or it could impact Your ability to claim.

Sensitive information

Some of the Personal Information that We may ask You to provide may constitute “sensitive personal data”. This may include, without limitation, information relating to any criminal convictions. We may need to use sensitive personal data to provide You with quotes, arrange and manage Your policy and to provide the services described in Your policy documents (such as dealing with claims).

How We use Your Personal Information

We may share Your Personal Information with other companies within Our respective groups for any of the purposes set out in this notice.

If You want to know more about Call Assist, please go to www.call-assist.co.uk. If You want to know more about the Ageas group please go to www.ageas.co.uk.

We will use Your Personal Information to arrange and manage Your insurance policy, including handling underwriting and claims and issuing renewal documents and information to You. We will also use Your Personal Information to assess Your insurance application.

We may research, collect and use data about You from publically available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share Your Personal Information with other insurers, statutory bodies, regulatory authorities, Our business partners or agents providing services on Our behalf and other authorised bodies.

Ageas will share Your Personal Information with others:

- if Ageas needs to do this to manage Your policy;
- for underwriting purposes, such as assessing Your application and arranging Your policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if Ageas is required or permitted to do this by law (for example, if Ageas receives a legitimate request from the police or another authority); and/or
- if You have given Ageas permission.

You can ask for further information about Ageas' use of Your Personal Information. If You require such information, please write to the Data Protection Officer at the corresponding address set out below.

Call Assist will share Your Personal Information with others:

- if Call Assist needs to do this to manage Your policy, including settling claims;
- for management information purposes;
- to prevent or detect crime, including fraud;
- if Call Assist is required or permitted to do this by law (for example, if Call Assist receives a legitimate request from the police or another authority); and/or
- if You have given Call Assist permission.

You can ask for further information about Call Assist's use of Your Personal Information. If You require such information, please write to the Data Protection Officer at the corresponding address set out below.

Preventing and detecting crime

Ageas may use Your Personal Information to prevent crime. In order to prevent and detect crime Ageas may:

- check Your Personal Information against Ageas' own databases;
- share it with fraud prevention agencies. Your Personal Information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when You make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, Ageas will share Your relevant Personal Information with them. The information Ageas shares may be used by those companies when making decisions about You. You can find out which fraud prevention agencies are used by Ageas by writing to Ageas' Data Protection Officer at the corresponding address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Limited. Ageas may pass information relating to Your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To help You manage Your insurance policy, subject to answering security questions, We will deal with You or Your husband, wife or partner or any other person whom We reasonably believe to be acting for You if they call Us on Your behalf in connection with Your policy or a claim relating to Your policy. For Your protection only You can cancel Your policy or change the contact address.

Marketing

We may use Your Personal Information and information about Your use of Our products and services to carry out research and analysis.

We will only use Your Personal Information to market Our products and services to You if You agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of Our service and to prevent and detect fraud. We may also use CCTV recording equipment in and around our premises.

Further information

You are entitled to receive a copy of any of Your Personal Information we hold. We may charge You a small fee for this. If You would like to receive a copy, or if You would like further information on, or wish to complain about, the way that We use Your Personal Information:

In respect of information held by Call Assist, please write to The Data Protection Officer at Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX giving Your name, address and insurance policy number.

In respect of information held by Ageas, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving Your name, address and insurance policy number.

In respect of information held by Velosure, please write to The Data Protection Officer at Velosure, 780 Mandarin Court, Centre Park, Warrington, WA11GG giving Your name, address and insurance policy number.

If We change the way that We use Your Personal Information, We will write to You to let You know. If You do not agree to that change in use, You must let Us know as soon as possible by writing to Us at the address above.

You have the right to complain to the Information Commissioner's Office at any time if You object to the way We use Your Personal Information. For more information please go to www.ico.org.uk.

Service Provider and Insurer

This service is provided by Call Assist Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, United Kingdom. Call Assist Limited is registered in England and Wales under the Registered Company Number 3668383. This policy is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, United Kingdom. Ageas Insurance Limited is registered in England and Wales under the registered Company Number 354568.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.

Call Recording

To help Us provide a quality service, Your telephone calls may be recorded.