

MGA CAPITAL TRADING AS PEDALSURE TERMS AND CONDITIONS AND PRIVACY STATEMENT (Updated 1/3/2019)

THE AGREEMENT

Use of the website confirms your agreement to these Terms and Conditions. If you do not agree, please refrain from using our website. If you are unsure about any aspect of these Terms and Conditions, or have any questions regarding our relationship with you, please contact us.

THE SERVICE

We act as the agent of the insurer and do not provide any advice or make recommendations to you in relation to the insurance product. We will however provide a summary of the policy coverage and any significant exclusions. Any commentary or information reviewed on this website, or on third parties that have been accessed via links from this site should not be taken as advice.

OUR CHARGES

For the activity of arranging the insurance cover, PedalSure receives payment from the Insurer. We reserve the right to make charges for other activities, for example credit card fees, and they will be clearly communicated to you before purchase if they apply.

THE COMPANY

Cover Section 1 (Personal Accident), Cover Section 2 (The Bike) and Cover Section 3 (Personal Liability) – These cover sections are underwritten by 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.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register <https://register.fca.org.uk/>.

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. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Cover Section 4 (Cyclist's Legal Protection) – This cover section is underwritten 100% by AmTrust Europe Limited.

The insurers are all authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

PedalSure is a trading name of MGA Capital Limited, authorised and regulated by the Financial Conduct Authority, registration number 497552. Details can be accessed through www.fca.org.uk. MGA Capital Limited's registered address is Unit 2 Kildegaard Business Park, Easthorpe Road, Easthorpe, Colchester, Essex CO5 9HE

Our permitted business is arranging, making arrangements with a view to transactions in general insurance, dealing as agent, and assisting in the performance and administration of an insurance contract for retail consumers.

YOUR RESPONSIBILITIES

You complete the details on the online application and are responsible for answering all questions honestly, completely and to the best of your knowledge. Failure to do so may lead to your insurance being invalid and claims may not be paid. If your insurance is invalid, you could also be liable for any third party costs in the event of an accident.

You must provide an accurate assessment any values as insurers will make a proportionate reduction in claims settlement if the value insured is less than value of the bike.

We may also obtain information about you and all other people named on your policy from credit reference agencies to check credit status and identity. Any search will not affect your credit rating. You must read all insurance documents to ensure the cover meets your requirements; that details are correct; and that you can comply with all terms and conditions as failure could invalidate your policy. Please notify us of any concerns.

Please refer to the claims conditions section in your policy wording for details on what to do in the event of a claim.

COMPLAINTS

Complaints regarding:

SALE OF THE POLICY

Please contact your agent who arranged the Insurance on your behalf, at:

MGA Capital Limited, trading as PedalSure
150 Minorities, London EC3N 1LS.
Tel. +44 (0) 207 347 5678.
Email: complaints@pedalsure.com

CLAIMS

For complaints about the handling of a claim, please contact:

Direct Validation Services, PO Box 1291, Preston, PR2 0QJ
Tel: 01302 895475
Email: bikeclaims@directgroup.co.uk

If Your complaint is about the handling of a liability claim, please contact:

Langleys Solicitors LLP, Queens House, Micklegate, York, YO1 6WG
Tel: 01904 686790
Email: ukg@langleysclaimsservices.com

UNRESOLVED COMPLAINTS

If your complaint about the sale of your policy or your liability claim cannot be resolved by the end of the third working day, your complaint will be passed to:

Customer Relations Department
UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds,
LS10 1RJ

Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

In all correspondence please state that Your insurance is provided by UK General Insurance Limited and quote scheme reference 06793A

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 €2million and fewer than ten employees. You may contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local Citizens Advice Bureau.

If you have purchased the insurance policy online, you may also raise your complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling your complaint than if you contact the Financial Ombudsman Service directly.

In respect of Cover Section 4 only

If you are not satisfied and wish to make a complaint, please follow the following procedure.

In the first instance, we would encourage you, by whichever method is most convenient to you, to contact the person who is dealing with the matter.

Step 1

If this is not appropriate for whatever reason, or if the matter is not resolved straight away, you can contact our Customer Relations Department to have the matter reviewed. The contact details are as follows:

Tel: 0117 917 1561 (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays. For our mutual protection and our training purposes, calls may be recorded).

E-mail: customerrelations@arag.co.uk

Post: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction

The Financial Ombudsman Service (FOS),
Exchange Tower, London E14 9SR
Tel: 0800 023 4567 (free from landlines) or
Tel: 0300 123 9123 (free from most mobile phones)
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

Please Note: These complaints procedures do not affect your right to take legal action if you need to.

CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **your** agent within 14 days from the day of purchase or the day on which **you** receive **your** policy

documentation, whichever is the later. On the condition that no claims have been made or are pending, **your** agent will then refund **your** premium, less an administration fee of up to £20 to reflect the costs of arranging and cancelling the policy.

You can also cancel **your** policy at any other time. If **you** pay for **your** policy annually by one up-front payment, then providing that no claim has been made, **you** will be entitled to a portion of **your** premium back for the unexpired **period of insurance**, less an administration fee of up to £20 to reflect the costs of arranging and cancelling the policy. This will be based on the number of days remaining until the expiry date. If **you** pay **your** premium by monthly instalments, there will be no premium refund as **you** will only have paid for the cover **you** have already received. If **we** have paid a claim during **your** current **period of insurance**, **you** must pay the balance of the premium due for the remainder of the **period of insurance**.

Please contact **your agent** if **you** wish to cancel **your** policy. Their contact details are shown on page 2 of this Policy Document

The Insurers' Cancellation Rights

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** 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** 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 **your** agent 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 **us**, as well as other insurers, in the future.

PREVENTION OF INSURANCE FRAUD

To protect our customers and guard against insurance fraud, we will actively monitor the information entered on our website and pass on intelligence of suspected fraud to other parties such as the Insurance Fraud Bureau.

ACCESSING OUR WEBSITE

We will not be liable for any detriment to you if any part of our website is unavailable at any time. Please treat all passwords, log on details and other security information as confidential, and do not disclose to any third party. We have the right to disable any user at any time, if in our opinion they have failed to comply with any of the provisions of these terms of use. We support all newer version of desktop and mobile operating systems but older versions might not work without updating your browser.

INTENDED USE

This website is intended for use of UK residents only and due to this, applications from non UK residents will, unless otherwise stated, not be accepted.

GOVERNING LAW

These terms and conditions shall be governed by, and interpreted in accordance with the Laws of England and Wales unless you and we agree otherwise.

LINKS TO OTHER WEBSITES

We accept no liability for any content published on, or accessible from, third party websites.

INTELLECTUAL PROPERTY

We are the owner or the licensee of all intellectual property rights in our website, and the material published on it.

AMENDMENTS

We reserve the right to amend our terms and conditions at any time. The amended terms will be effective from the date they are posted on our website.

YOUR RIGHTS

The Data Protection Act 2018 gives you rights, for example:

You can access personal data we have about you by emailing conditions@pedalsure.com. You'll need to pay a fee for this.

You can ask us in writing to stop or not start processing personal data if this is causing or likely to cause unwarranted substantial damage or distress (unless it is allowed for by the Data Protection Act 2018).

You can tell us not to use information about you for direct marketing. Direct marketing means any advertising or marketing material that's sent to you. You can opt out of our direct marketing during the application process and at any time afterwards. We'll continue to send you information as necessary to comply with legislation or regulations – for example, notice of our AGM, account statements, changes to account terms and conditions or interest rates and account maturity letters.

You can write to us asking us to make sure that no decision we take (or that's taken on our behalf) which significantly affects you is based only on the automated processing of your information to evaluate, for example, your creditworthiness, reliability or conduct.

COOKIE POLICY

This section has been designed to help you understand how we use cookies and if you need to, how you can clear them from your computer.

HOW COOKIES HELP US

Cookies help us track where a sale has come from. They enable us to verify sales that have come through specific sources such as cash back websites or emails. We also use cookies to track the performance of our website, we can use the data we collect to see how useful the information we display is and help us understand what on our website could be improved.

HOW COOKIES HELP YOU

The cookies on our website are all there to help your experience, whether it is to assist you to get your cashback from a third party, or to make sure you find the information you want on our website as quickly as possible.

HOW TO CLEAR YOUR COOKIES

You may refuse or disable the use of cookies by changing your internet browser settings. Each browser has a different procedure for doing this. Please note that a refusal to accept cookies may result in a loss of functionality of the website.

IF YOU TURN OFF COOKIES

You may disable cookies you can still obtain a quotation but it will be necessary to call the office on 0800 888 6745 to complete your sale.

SANCTIONS

We will not arrange cover if to do so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

PRIVACY STATEMENT & DATA PROTECTION

Before we provide any details to you, we will need to verify your identity. To provide the insurance product we need to collect and process personal information about you and disclose that information to a number of third party service providers. All personal information will be held in strictest confidence and used only for the purposes for providing you the service requested, subject to certain exceptions as described below.

ASKING FOR CONSENT

- We have checked that consent is the most appropriate lawful basis for processing.
- We have made the request for consent prominent and separate from our terms and conditions.
- We ask people to positively opt in.
- We don't use pre-ticked boxes or any other type of default consent.
- We use clear, plain language that is easy to understand.
- We specify why we want the data and what we're going to do with it.
- We give separate distinct ('granular') options to consent separately to different purposes and types of processing.
- We name our organisation and any third party controllers who will be relying on the consent. - Insurers
- We tell individuals they can withdraw their consent.
- We ensure that individuals can refuse to consent without detriment.
- We avoid making consent a precondition of a service. N/A if they don't you cannot offer the insurance
- If we offer online services directly to children, we only seek consent if we have age-verification measures (and parental-consent measures for younger children) in place.

RECORDING CONSENT

- We keep a record of when and how we got consent from the individual.
- We keep a record of exactly what they were told at the time.

MANAGING CONSENT

- We regularly review consents to check that the relationship, the processing and the purposes have not changed.
- We have processes in place to refresh consent at appropriate intervals, including any parental consents.
- We consider using privacy dashboards or other preference-management tools as a matter of good practice.
- We make it easy for individuals to withdraw their consent at any time, and publicise how to do so.
- We act on withdrawals of consent as soon as we can.
- We don't penalise individuals who wish to withdraw consent.

You can update your preferences by calling, emailing or the PedalSure Data Protection Network page accessed from our website footer.

GENERAL DATA PROTECTION REGULATION ENQUIRIES

MGA Capital Limited is registered with the Information Commissioners Office under reference Z2069859 and takes all reasonable care to prevent any unauthorised access to your personal data. Under the terms of the Data Protection Act 2018, you have a number of rights. If you require a copy of the information, we hold about you please write to MGA Capital Limited at the registered office.

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

WHAT IS PERSONAL DATA

Personal data is information relating to an identified or identifiable natural person. Examples include an individual's name, age, address, date of birth, their gender and contact details.

Personal data may contain information which is known as special categories of personal data. This may be information relating to an individual's health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic and biometric data, or data relating to or sexual orientation.

Personal data may also contain data relating to criminal convictions and offences.

For the purposes of safeguarding and processing criminal conviction and offence data responsibly, this data is treated in the same manner as special categories of personal data, where we are legally required to comply with specific data processing requirements.

HOW WE USE YOUR PERSONAL DATA

Your personal information is required to generate the insurance quote and will be forwarded to the insurance provider and their agents, for example for the presentation of premium, or in the event of a claim. Except as set out in this Privacy Statement, we will not disclose any of your information to other parties without your permission unless we are legally required to do so by, for example, a court order or for the purposes of prevention of fraud or other crime.

We may also use your data for our own research, which may include but is not limited to tracking any purchased policies or for the purpose of detecting and investigating potential fraud.

By continuing to use our website you confirm that you give us permission to store and process your data and that you have permission from all individuals named under the policy for their data to be used in this way. You may change your preferences on our website at any time.

We will share your personal data within our firm, group of companies, business and with business partners. This is normal practice within the insurance industry where it is necessary to share information in order to place, quantify and underwrite risks, to assess overall risk exposure and to process claims. It is also necessary to determine the premium payable and to administer our business.

We also share personal data with authorised third parties, this is necessary where we are required to do so by law, where we need to administer our business, to quote for, source, place and administer your insurances to perform underwriting activities and to process claims. Some examples follow:

- Insurers;
- Underwriters;
- Premium finance providers;
- Credit reference agencies;
- Debt recovery agencies;
- Claims handling companies;
- Loss adjusters;
- Insurance brokers;
- Reinsurers;
- Regulators.

We will collect your personal data when you visit our website, where we will collect your unique online electronic identifier; this is commonly known as an IP address.

We will also collect electronic personal data when you first visit our website where we will place a small text file that is commonly known as a cookie on your computer. Cookies are used to identify visitors and to simplify accessibility, and to monitor visitor behaviour when viewing website content, navigating our website and when using features. For more information please see our Cookie Policy.

We may record your communications with us when contacting our customer care, complaints and other customer focused functions.

Where we collect data directly from you, we are considered to be the controller of that data i.e. we are the data controller. Where we use third parties to process your data, these parties are known as processors of your personal data. Where there are other parties involved in underwriting or administering your insurance they may also process your data in which circumstance we will be a joint data controller of your personal data.

A data 'controller' means the individual or organisation which, alone or jointly with others, determines the purposes and means of the processing of personal data.

A data 'processor' means the individual or organisation which processes personal data on behalf of the controller.

As a provider of insurance services, we will process the following categories of data:

- Personal data such as an individual's name, address, date of birth, gender, contact details and details of historic claims
- Special categories of personal data such as health and details on historic claims resulting in injury (physical and physiological)
- Data relating to criminal convictions and offences such as details of driving offences or insurance fraud

If you object to the collection, sharing and use of your personal data, we may be unable to provide you with our products and services.

For the purposes of meeting the Data Protection Act 2018 territorial scope requirements, the United Kingdom is identified as the named territory where the processing of personal data takes place.

If you require more information about our insurance processes or further details on how we collect personal data and with whom we share data with, please contact our data privacy representative by e-mailing Philip.lochner@pedalsure.com

MARKETING

You will receive an email from us containing the quote and also a reminder when your renewal is due. You cannot opt out of receiving these emails. We may from time to time contact you by email, post, or telephone to tell you about promotions and news about PedalSure. At the end of your policy if you do not renew we will only contact you if you have given us permission to by opting in on our website.

COMMUNICATION MONITORING

Monitoring or recording of all communications may take place in accordance with UK law, and in particular for business purposes, such as for quality control and training; processing necessary for the entering into or the performance of a contract; to prevent unauthorised use of our telecommunication systems and websites; to ensure effective systems operation; to meet any legal obligation; in order to prevent or detect crime; and for the purposes of the legitimate interests of the data controller.

CREDIT AND OTHER SEARCHES

We may under take a credit check with credit reference agencies, fraud prevention agencies, and other public and privately available sources of information. These checks will include electoral roll and credit information.

These insurance credit checks are registered as general insurance searches and may be viewed by other companies when you apply for credit or insurance. These searches won't harm your credit profile or adversely affect your credit profile

GENERAL DATA PROTECTION REGULATION RIGHTS

Individuals are provided with legal rights governing the use of their personal data. These grant individuals the right to understand what personal data relating to them is held, for what purpose, how it is collected and used, with whom it is shared, where it is located, to object to its processing, to have the data corrected if inaccurate, to take copies of the data and to place restrictions on its processing. Individuals can also request the deletion of their personal data.

These rights are known as Individual Rights under the Data Protection Act 2018. The following list details these rights:

- The right to be informed about the personal data being processed;
- The right of access to your personal data;
- The right to object to the processing of your personal data;
- The right to restrict the processing of your personal data;
- The right to rectification of your personal data;
- The right to erasure of your personal data;
- The right to data portability (to receive an electronic copy of your personal data);
- Rights relating to automated decision making including profiling.

Individuals can exercise their Individual Rights at any time. As mandated by law we will not charge a fee to process these requests, however if your request is considered to be repetitive, wholly unfounded and/or excessive, we are entitled to charge a reasonable administration fee.

In exercising your Individual Rights, you should understand that in some situations we may be unable to fully meet your request, for example if you make a request for us to delete all your personal data, we may be required to retain some data for taxation, prevention of crime and for regulatory and other statutory purposes.

You should understand that when exercising your rights, a substantial public or vital interest may take precedence over any request you make. In addition, where these interests apply, we are required by law to grant access to this data for law enforcement, legal and/or health related matters.

You can update your preferences by calling, emailing or the PedalSure Data Protection Network page accessed from our website footer.

CONTACT DETAILS OF THE DATA PROTECTION OFFICER

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer - The Data Protection Officer MGA Capital Pedalsure at Unit 2 Kildegaard Business Park, Easthorpe Road, Easthorpe, Colchester, Essex CO5 9HE or (DPO Pedalsure Philip Lochner - Philip.lochner@pedalsure.com)

GENERAL DATA PROTECTION REGULATION COMPLAINTS

If you are not satisfied with our response or believe we are not processing your personal data in accordance with legal requirements you can make a complaint to relevant Data Protection Authority. Our Lead Authority within the European Union is the UK Information Commissioner's Office <https://ico.org.uk/concerns/> , [live chat](#) or by calling their helpline on 0303 123 1113.