Pedalsure.

Terms And Conditions



TERMS AND CONDITIONS

Pedalsure No. 2 Limited trading as Pedalsure (firm Reference No. 844669) is an appointed representative of Independent Broking Solutions Limited which is authorised by the by the Financial Conduct Authority (firm reference no.312026). Dukes House Insurance Limited is a company registered in the Bailiwick of Guernsey under the Companies (Guernsey) Law 2008 (Company number 66539) and is authorised and regulated by the Guernsey Financial Services Commission. Registration Number 2522730

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 par ties 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 Dukes House Insurance Limited. Their address is: Dukes House Insurance Limited, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET.

Dukes House Insurance Limited is a company registered in the Bailiwick of Guernsey under the Companies (Guernsey) Law 2008 (Company number 66539) and is authorised and regulated by the Guernsey Financial Services Commission. Registration Number 2522730.

Cover Section 4 (Cyclist's Legal Protection) – This cover section is underwritten 100% by AmTrust Europe Limited. Amtrust Europe Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Pedalsure No. 2 Limited trading as Pedalsure (firm Reference No. 844669) is an appointed representative of Independent Broking Solutions Limited which is authorised by the by the Financial Conduct Authority (firm reference no.312026). Details can be accessed through www.fca.org.uk. Pedalsure No. 2 Limited's registered address is:

Unit 2 Kildegaard Business Park, Easthorpe Road, Easthorpe, Colchester, Essex CO5 9HE

Our permitted business is 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

For complaints about the handling of a policy under sections 1, 2 or 3 of the policy Please contact your agent who arranged the Insurance on your behalf, at:

Pedalsure No:2 Limited, Trading as Pedalsure 150 Minories, London EC3N 1LS.

Tel. +44 800 888 6745. Email: <u>complaints@Pedalsure.com</u>

In respect of Cover Section 4 only Tel: 0117 917 1561 (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays E-mail: <u>customerrelations@arag.co.uk</u> Post: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

CLAIMS

For complaints about the handling of a claim under sections 1, 2 or 3 of the policy Pedalsure No:2 Limited, Trading as Pedalsure 150 Minories, London EC3N 1LS. Email: <u>complaints@Pedalsure.com</u> For complaints about the handling of a claim under sections 4 of the policy, please contact: ARAG plc on 0117 917 1698 Alternatively, please send an email to customerrelations@arag.co.uk or write to:

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

UNRESOLVED COMPLAINTS

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

Customer Relations Department Dukes House Insurance Limited, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET

In all correspondence please state that Your insurance is provided by Dukes House Insurance Limited, Limited and quote your policy number.

If more than 8 weeks from the date of your complaint has passed and you haven't received a final response, or you are dissatisfied with the final response you have received (at any stage of the process) you can refer your complaint to the financial ombudsman service (contact details are shown below).

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0300 123 9 123 Email: <u>complaint.info@financial-ombudsman.org.uk</u>

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.

For All other complaints please contact:

Complaints Department Dukes House Insurance Limited, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET

We will investigate your complaint and issue a final response letter. If you are not satisfied with our final response to your complaint or if your complaint is not resolved within 3 months, you can refer your complaint to the Channel Islands Financial Ombudsman (CIFO). You must contact CIFO about your complaint within six (6) months of our final response, or CIFO may not be able to review your complaint. You must also contact CIFO within 6 months of the event complained about or (if later) 2 years of when you could reasonably have expected to become aware that you had a reason to complain

www.ci-fo.org or contact them at: Channel Islands Financial Ombudsman (CIFO) P O Box 114 Jersey, Channel Islands JE4 9QG Tel: +44 (0) 1481 722218

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: <u>customerrelations@arag.co.uk</u> 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: <u>complaint.info@financial-ombudsman.org.uk</u> 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 <u>www.financial-ombudsman.org.uk</u> Please Note: These complaints procedures do not affect your right to take legal action if you need to.

CANCELLATION

Your Cancellation Rights

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.

If any gifts or promotional vouchers have been provided with Your policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect Your statutory rights.

You can also cancel your policy at any time after the first 14 days from the start of this insurance or receipt of the policy documents, whichever the later, and we will return any premium you have paid for any period of insurance left provided you have not made a claim. We will not refund more than 60% of the annual premium unless this policy is a renewal of your insurance with us, in which case we will give you a pro-rata refund of the premium for the remaining portion of the period of insurance less an administration fee of up to £20 to reflect the costs or arranging and cancelling the policy.

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 behavior
- 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.

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.