

Flux Rescue – Pedal Cycle Policy Wording

Language and Law applicable to contract.

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, in writing this Insurance is subject to English Law

Preamble

This Document is a legally binding contract of insurance between YOU (the Insured) and US (Trinity Lane Insurance Company Limited). The contract is based on the information you provided in your signed proposal form or statement of insurance. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

What to do if you break down

If your pedal cycle breaks down you must call the 24 hour Breakdown Control Centre on 0330 123 0758 or 0800 032 5515 where our trained staff will deal with your request quickly. If you have hearing / speech difficulties, you can use our SMS text messaging service on 07860 057 893.

Please have the following information available when you phone.

- Your name and document number.
- The phone number (including the area code) you are calling from
- The location of the broken-down pedal cycle, including road numbers or names and landmarks.

Please stay with your pedal cycle until a rescue vehicle arrives.

Please note that you are responsible for the cost of any parts fitted.

Flux Rescue Services

If the pedal cycle cannot be ridden as a result of a breakdown, which occurs during the course of a journey and more than half a mile from your home, we will provide the services shown on the schedule, as long as the appropriate premium has been paid. Details of each service are shown opposite.

We will provide cover for any breakdown and any costs involved with the breakdown, which occur during the period of insurance and within the territorial limits.

Roadside Assistance

We will arrange service at the scene of the breakdown and will arrange and pay call-out fees and labour charges needed to repair or recover the pedal cycle. If it cannot be repaired at the scene of the breakdown, we will arrange and pay the cost of taking the pedal cycle and you from the place where it has broken down to the nearest suitable repairer.

This benefit is designed to cover small emergency repairs. It will not cover the cost of any parts or materials. Any work, which is not carried out at the roadside, is not covered. It is provided under a separate contract between yourself and the repairer.

Recovery

If the pedal cycle cannot be repaired at the scene of the breakdown, we will arrange and pay the cost of taking it and you from the place where it has broken down to any one place you choose.

Message Service

On request we will pass a message on to your family or colleagues to let them know about your situation.

Definitions

We, us, our – Trinity Lane Insurance Company Limited.

The administrators – Adrian Flux Insurance Services.

You, your – the person named as 'the Insured' in the schedule.

The schedule – provides evidence that your insurance is in force and shows details such as your name, your document number, your pedal cycle and the period of insurance.

Document of Insurance – this document together with the signed schedule, form your Document of Insurance.

Period of Insurance – the period of time covered by this insurance (as shown in the schedule).

Breakdown – mechanical failures or breakages, punctures, accident, vandalism or theft damage to your pedal cycle which results in you not being able to ride it.

Your pedal cycle – any pedal cycle specified in the schedule or notified to and accepted by us.

Home – the place where your pedal cycle is normally kept.

Territorial limits – within the mainland of England, Scotland, Wales and Northern Ireland.

Trinity Lane Insurance Company Limited – is authorised and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Regulations 2020 to carry on the business of general insurance.

General Exclusions

Your Insurance does not cover the following:

1. If the pedal cycle is recovered by sea or air, any amount which is more than the cost of taking it to the nearest port or airport.
2. Any ferry fares or toll fees.
3. The cost of taking the pedal cycle and rider to more than one address after any one breakdown.
4. The cost of recovering the pedal cycle and its rider if it can be repaired within a reasonable period of time at or near the place where it has broken-down.
5. The cost of any parts, components or materials used to repair the pedal cycle.
6. Any costs or expenses for any service, which is not arranged by the Breakdown Control Centre.
7. Any costs or expenses if the pedal cycle is overloaded or carrying more passengers than designed to.

8. Any costs or expenses if the pedal cycle breaks down at your home or within half a mile of your home.
9. Any costs or expenses if the pedal cycle is off road and cannot be reached due to snow, mud, sand or flood.
10. Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
11. Loss of or damage to the pedal cycle or its accessories, or any valuables fitted to it.
12. Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
13. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly; or
 - pressure waves caused by aircraft and other flying objects.

General Conditions

1. We will only provide the cover described in this insurance if:
 - you have met all the terms and conditions in this document of insurance;
 - the information you have given to us is, as far as you know, correct and complete. (Any payment made under this insurance will be based on the original information given to us.)

If you have failed to give us complete and accurate information or have not met the terms and conditions, this could lead to your claim being denied or the insurance not being valid.

2. This insurance only applies to you and cannot be transferred to anyone else.
3. If a breakdown occurs (whether or not you need immediate service), you must immediately tell the Breakdown Control Centre.
4. Roadside assistance or recovery will only be provided if you or the rider stays with the pedal cycle until a rescue vehicle arrives.
5. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end.
6. You must take all reasonable steps to prevent a breakdown, and your pedal cycle must not be ridden in an unsafe or unroadworthy condition or until repairs recommended following service have been carried out.
7. You must keep your pedal cycle properly maintained.
8. We or the administrators may cancel this insurance by sending 7 days' notice, in writing, to your last known address. This insurance may be cancelled because:
 - you have not paid the premium;
 - you or anyone else covered by this insurance has not met the terms and conditions of this insurance;
 - you have not provided documentation requested by us or the administrators;
 - a change in your circumstances means we can no longer provide cover;
 - you misrepresent or fail to disclose information that is relevant to this insurance; or
 - you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list. We will send a refund of premium to the administrators less a charge equal to the period of insurance you have had.

9. You may cancel this insurance at any time by telling us in writing and sending back your Document of Insurance. If you cancel your policy within the 14-day withdrawal period, and before the commencement of the policy, we will refund the full premium. If you cancel the policy within the 14-day withdrawal period, but after your policy has commenced, we will refund the part of the premium you have not used subject to a minimum premium of £5 plus IPT. No return of premium is allowable irrespective of circumstances after the 14-day withdrawal period.

10. This insurance only covers the pedal cycle specified in the schedule. You must tell the administrators about any change of pedal cycle immediately.

11. If you need to contact us you should do so through Adrian Flux Insurance. Their address is East Winch Hall, East Winch, King's Lynn, Norfolk PE32 1HN. Telephone 0344 381 6503.

Customer Care

About our service

We, Trinity Lane Insurance Company Limited, are authorised and regulated by the Gibraltar Financial Services Commission ("GFSC") to underwrite General Insurance business.

We want to provide you with a high-quality service at all times. If you want to make a complaint about your insurance, or us, the complaints procedure is as follows.

The first step is to contact our Quality Department who will review your case. The address is: Hadleigh Breakdown, Alexandra House, 36A Church Street, Great Baddow, Chelmsford, Essex CM2 7HY. Telephone 0330 123 1305. Email: quality@hadleighbreakdown.co.uk We have appointed Hadleigh Breakdown to manage claims and complaints on our behalf.

If you are not satisfied with their response, you should email: quality@trinitylane.co.uk Or, you can write to: General Manager, Trinity Lane Insurance Company Limited, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. When you do this, please quote your document number as it will help us deal with your complaint quickly.

If we cannot settle the complaint to your satisfaction, you can contact: The Financial Ombudsman Service, Customer Contact Division, Exchange Tower E14 9SR. Phone: 0800 023 4567. Email: complaint.info@financial-ombudsman.org.uk

We are bound by the Financial Ombudsman's decision, but you are not.

Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we cannot meet our liabilities under this insurance. This depends on the type of policy and the circumstances of the claim. The FSCS will pay 90% of the claim for non-compulsory insurance (insurance you do not need by law). For compulsory classes of insurance (insurance you need to have, such as motor insurance), the FSCS will pay the claim in full. You can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk

We are authorised and regulated by the Gibraltar Financial Services Commission to carry on general insurance business in the UK. Trinity Lane Insurance Company Limited is registered in Gibraltar. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Call Recording

To help us to provide a first-class service we may record your phone calls.

Privacy Statement

We are committed to protecting the privacy of your personal data in accordance with current data protection legislation, in particular the General Data Protection Regulation (GDPR). As joint data controllers of your data we operate in cooperation with your insurance broker. Any data protection queries or concerns should be directed in the first instance to your broker.

Your Data

Data provided to your broker will be shared with us on the basis of contractual requirement, namely for the purposes of providing insurance cover and for claims handling. Your data may be shared with other companies such as affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We will not use your data for any marketing purposes.

We may disclose your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

Data Retention

In accordance with our legal requirements we will retain your data for a period of at least six years after your policy has lapsed. In certain circumstances we may be required to retain your data for a period exceeding six years for the purpose of claims handling.

Your Rights

Under the General Data Protection Regulation (GDPR) you have the right to access or obtain copies of the personal information held about you by us. A response to your request will be provided to you within one month of us receiving a valid request. If you wish to exercise this right against our partners you will need to write to them directly. In accordance with the GDPR, we will not charge for this information in most cases.

You have the right to request that we correct any inaccuracies in the personal information held about you. Please contact your broker if your personal information needs updating.

You have a right to submit a complaint to the Information Commissioner if you believe we have not complied with our obligations under the GDPR.

<https://ico.org.uk/global/contact-us/>

You have the right to have your data transmitted directly to another data controller where technically feasible.

You have the right to restrict data processing, where this does not conflict with our contractual obligations, where;

- You contest the accuracy of the personal data we hold
- The processing is unlawful and you oppose the erasure of your data
- We no longer need the data for processing, but the data is required by you for the establishment, exercise or defence of legal claims
- You have objected to the processing of your data pending the verification of whether the legitimate grounds for processing override your objection

You have the right to object to the automated processing of your data including, but not limited to, profiling. This excludes where the processing is necessary for entering into a contract, or the performance of our contractual obligations.