



MGA CAPITAL TRADING AS PEDALSURE TERMS AND CONDITIONS AND PRIVACY STATEMENT

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 party sites 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

Sections 1 and 2 of this Insurance are underwritten by Syndicate 4444, who are managed by Canopius Managing Agents Limited and Syndicate 2003 who are managed by Catlin Underwriting Agencies Ltd.

Section 3 of this Insurance is underwritten by Syndicate 2003 who are managed by Catlin Underwriting Agencies Ltd. Canopius Managing Agents Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registered office: Gallery 9, One Lime Street, London, EC3M 7HA United Kingdom. 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 150 Minories, Suite 117, London EC3N 1LS

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

If You have a complaint regarding your insurance please contact: Canopus Managing Agents Limited Divisional Underwriter, UK Accident & Health Gallery 9, One Lime Street, London, EC3M 7HA.

Where possible please include Your policy number which is shown on the Schedule.

In the event that you remain dissatisfied you can refer your complaint to the Complaints team at Lloyd's. Their address is:

Complaints Lloyd's
One Lime Street
London EC3M 7HA
Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

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

These 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 inform us in writing and return it to us within 14 days of issue. On the condition that no claims have been made or are pending, we will then refund your premium less an administration fee of up to £20.00 to reflect the costs of arranging and cancelling the policy. Thereafter you may cancel this Insurance at any time by informing us in writing. On the condition that no claims have been made or are pending, we will refund that part of your premium which applies to the remaining period of insurance, less an administration fee of up to £20.00 to reflect the costs of arranging and cancelling the policy.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to you at your last known address. Provided the premium has been paid in full you shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

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 1998 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 1998).

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.

GDPR 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 1998, 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, and/or XL Catlin via email at compliance@xcatlin.com

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.

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

GDPR RIGHTS

You also have rights under GDPR which include;

- The right to be informed.
- The right of access.
- The right to rectification.
- The right to erasure.
- The right to restrict processing.
- The right to data portability.
- The right to object.
- Rights in relation to automated decision making and profiling.

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

GDPR 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/>)