# **Pedalsure.** Terms And Conditions

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Pedalsure No3 Limited is an Appointed Representative of Marsh Ltd trading as Marsh Commercial, which is authorised and regulated by the by the Financial Conduct Authority (firm reference number 307511).

# THE AGREEMENT

When you ask us to obtain a quotation for, arrange, or handle your insurance you confirm your agreement to these terms of business. For your own benefit you should read these terms carefully. 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

Your policy is arranged on your behalf by Pedalsure No3 Limited with Dukes House Insurance Limited Pedalsure No3 Ltd and Dukes House Insurance Ltd are under common ownership. We 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) 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 GY14ET

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) 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<sub>3</sub> Limited is an Appointed Representative of Marsh Ltd trading as Marsh Commercial, which is authorised and regulated by the by the Financial Conduct Authority (firm reference number 302751). Details can be accessed through www.fca.org.uk. Pedalsure No. 3 Limited's registered address is:

Suite 3 Dukes House 4-6 High Street Windsor SL4 1LD United Kingdom

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

We aim to give you the best customer service so if you feel we have not done this at any time, please email us at <u>complaints@pedalsure.com</u> or write to us or phone us at:

Pedalsure No.3 Limited, Trading as Pedalsure Suite 3 Dukes House 4-6 High Street Windsor SL4 1LD United Kingdom

Tel. +44 800 888 6745.

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: 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.

For complaints about the handling of a claim under sections 1, 2 or 3 of the policy Complaints Department Dukes House Insurance Limited, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ETEmail: complaints@Pedalsure.com

Dukes House will investigate your complaint and issue a final response letter. If you are not satisfied with their 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

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

If ARAG 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. On the condition that no claims have been made or are pending, **we** will refund that part of the 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

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

#### The Insurers' Cancellation Rights

Insurers 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 or Insurers reasonably suspect fraud
- b) Where you do not pay the premium
- c) Where you use threatening and abusive behavior towards us or Insurers
- d) Where you do not comply with policy terms and conditions
- e) Where you have not taken reasonable care to provide accurate and complete answers to the questions We asked.

If your policy and/or any additional covers are cancelled you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time that Insurers have provided cover.

Where investigations provide evidence of fraud or misrepresentation, Insurers may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and Insurers 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.