



## **MGA CAPITAL TRADING AS PEDALSURE TERMS AND CONDITIONS from 28<sup>th</sup> Feb 2018**

### **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 in a telephone call with one of our representatives 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**

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

Sections 3 of this Insurance is underwritten by Syndicate 2003 who are managed by Catlin Underwriting Agencies Ltd.

Section 4 of this insurance is underwritten by ARAG Plc under a binding authority agreement with the insurer Am Trust Europe Limited

Canopus Managing Agents and Catlin Underwriting Agencies Ltd are 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 whose registered office is Unit 2 Kildegaard Business Park, Easthorpe Road, Easthorpe, Colchester, Essex CO5 9HE (Postal address 150, Minorities, Suite 615, 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.

PedalSure is a Data Controller and our Data Protection Officer is Philip Lochner who can be contacted at [Cservice@pedalsure.com](mailto:Cservice@pedalsure.com)

## **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](mailto: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](http://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](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://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.



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### **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 and GDPR Data Protection Regulation gives you rights, for example:

You can access personal data we have about you by emailing [conditions@pedalsure.com](mailto:conditions@pedalsure.com). You have the right to be informed and a right of access.

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). Under GDPR you can ask us where possible to stop serving you targeted advertising and we will be obliged to implement any requests accordingly.

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 have a right to erasure of data and also data-opt out.

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. You have a right to not be subject to auto-decision making.

### **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.



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## **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.

## **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.

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 enclose a cheque for £10.00 made payable to MGA Capital Limited.

## **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.

In the event that your quotation and subsequent policy originated from our partner Carole Nash then you consent to allowing us to share information in the event of a non-fault claim in order for them or their agents to assist you in any claims process. OK

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.

For the avoidance of doubt, your data may include details about yourself needed by us to provide you with your insurance quotation now or in the future as well as data about how to communicate with you by email, phone, post, SMS or any other means deemed suitable by PedalSure.



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## **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. Please contact us if you would prefer not to receive such updates.

## **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 undertake 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.