Velosure Rescue Cycle Breakdown **Policy Wording**



Welcome

Please check your policy schedule to ensure you have the level of cover you need and read the following to help you use the service. The General Notes and Definitions detailed in page 1 & 2 will help with the understanding of this document.

1. Reporting a Claim

Claims can be reported via our app or by calling us. We also offer an SMS text messaging service for accessibility purposes.



App

Download our free Call Assist mobile app from the Google Play or Apple App Store. Once downloaded, click on 'Report Breakdown' and follow the simple step by step instructions.







Call our 24 hour Control Centre on:

01206 714 739

If you are unable to make a connection, please contact us on:

01603 327180



@ Accessibility Options

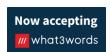
If you are deaf, hard of hearing or speech impaired, our app and online reporting options will usually be most suitable. If you are unable to use our app or online option, please send a text message containing your full name, policy number, Pedal Cycle registration and policy postcode

07537 404890

Information we will need

Please have the following information ready to provide to our rescue co-ordinator, who will use this to validate your policy.

- Your return telephone number
- 2. Your policy number and Pedal Cycle registration
- 3. What has happened to your Pedal Cycle
- The location of the Pedal Cycle (including a postcode, GPS coordinates, or what3words)



- Whether your Pedal Cycle location will be accessible for a large truck or fit into alternative transport
- Your preferred recovery operator, if you have one

When reporting your claim, please let us know if there are any circumstances which may affect the handling of your claim, such as if you are towing something, in an area exposed to extreme weather conditions, or if any of your passengers have any special requirements we may need to take into consideration.

What to do when you breakdown

If you require the attendance of a recovery operator, we will contact you to advise which recovery operator will be attending and approximately how long they are expected to take. Where possible, please ensure your mobile phone is available to accept calls at all times in case we need to contact you.

You will need to be with the Pedal Cycle when the recovery operator arrives. If you would prefer not to wait with the Pedal Cycle or it is unsafe to do so, please inform our rescue co-ordinator who will arrange a call on approach, so you have sufficient time to return to the Pedal Cycle. It is your responsibility to guard your safety and abide by the rules of the Highway Code. Please advise our rescue coordinator if you feel it is not safe to remain within eyesight of the Pedal Cycle.

2. Policy Benefits

Please read the following benefits of cover in accordance with the level of cover you have purchased which is detailed on your policy schedule.

Cycle Rescue UK

The following benefits are provided with all levels of cover.

Roadside Assistance & Recovery

Providing you are in possession of a valid policy reference number or photographic identification, We will send help if You are unable to

complete the Pedal Cycle portion of Your journey as a result of an accident, vandalism, or an irreparable breakdown to Your Pedal Cycle.

will arrange and pay for You, any pillions, and Your Pedal Cycle (if appropriate) to be transported at Our discretion to:

- The nearest suitable cycle repair shop or
- The nearest appropriate railway station or
- The nearest car rental agency or
- The nearest overnight accommodation or
- Your Home Address, if closer

Message Service

If you require, we will pass on two messages to your home or place of work to let them know of your predicament and ease your worry.

3. General Notes

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a breakdown.

As with any insurance, it does not cover all situations and you should read the terms and conditions of this policy to make sure that it meets your specific needs.

Reclaim Procedure

All benefits may be offered on a pay/claim basis which means that **you** must pay initially and **we** will reimburse **you**. If a benefit is not offered on a pay/claim basis but **you** would prefer to make **your** own arrangements, please notify **our rescue co-ordinator**.

Before paying for any services which **you** intend on reclaiming, authorisation must be obtained from **our rescue co-ordinator**.

Please send copies of any itemised receipt(s) to **reimbursements@call-assist.co.uk** and **we** will reimburse valid costs once these have been verified/processed by **us**.

When **we** are reimbursing costs settled in a currency other than pound sterling (GBP), payment will be made in accordance with the exchange rate on the date of the **claim**.

Uninsured Service

We can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of Pedal Cycle

Our policy only covers the Pedal Cycle registered on Our database, therefore any change must be notified immediately by calling Velosure on 0800 083 3035. Please include Your policy number, the new make, model and colour of Your Pedal Cycle and the date You wish to make the change. If You do not notify Velosure of the new Pedal Cycle details, We may not be able to supply You with a service.

Governing Law

This policy will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

Language

The contractual terms and conditions, communication and other information relating to this contract will be in the English language.

Measurements

All measurements are calculated using driving distances.

Repairs

Any repairs undertaken by a cycle repairer shop are provided under a separate contract, which is between **You** and the cycle repairer shop. If the cost of repairs to **Your** Pedal Cycle is covered under a separate insurance policy, **We** advise **You** contact the insurer of that policy before authorising repairs to **Your** Pedal Cycle.

Signing Documentation

You may be asked to sign documents by the recovery operator which relate to the service being provided. Whilst you are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full. Often, in signing such documentation, you will be confirming your satisfaction with the service provided by the recovery operator and that proper care has been taken with your Pedal Cycle. In the event you require assistance with understanding such documents or you have not been satisfied with the service provided by the recovery operator, please contact us on 01206 714 739 prior to signing.

Estimated Arrival Times

Where we arrange for a recovery operator to attend your Pedal Cycle, we will provide an estimated time of arrival. Please note this estimate can change based on the availability of recovery operators at the time. We cannot guarantee the arrival of a recovery operator within a specified amount of time. If you would prefer to organise your own assistance, please obtain authorisation from our rescue coordinator before arranging this.

Emergency Repairs

Emergency repairs undertaken at the roadside by **recovery operators** cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance, it is not always possible for **recovery operators** to accurately diagnose the fault with the **Pedal Cycle** or

state whether the **Pedal Cycle** is in a roadworthy condition or otherwise safe to ride. **Recovery operators** are not instructed to conduct **Pedal Cycle** health inspections.

4. Definitions

Accident

A collision immediately rendering the **Pedal Cycle** immobile or unsafe to ride.

Breakdown

An **Accident**, act of vandalism, or irreparable **Breakdown** to the Pedal Cycle, which immediately renders the **Pedal Cycle** immobilised.

Callout

The deployment of a recovery operator to the Pedal Cycle.

Claim

Each **breakdown** or similar incident resulting in **us** paying **you** or a supplier (or both) for costs covered by this policy.

Home Address

The last known address within the **territorial limits (UK)** recorded on **our** system where **your Pedal Cycle** is ordinarily kept.

Period of Insurance

The duration of this policy as indicated on **your policy schedule** for a period not exceeding twelve months.

Policy Schedule

The document provided by the organisation **you** purchased this policy from detailing the **period of insurance**, eligible **Pedal Cycle**(s), and type of cover.

Recovery Operator

The independent technician appointed to attend the ${\bf breakdown}.$

Rescue Co-ordinator

The telephone operator employed by Call Assist Ltd.

Specialist Equipment

Non-standard apparatus or recovery Pedal Cycles which in the opinion of the **recovery operator** are required to recover the **Pedal Cycle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

Territorial Limits (UK)

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

Us, We, Our

In respect of handling your claim: Call Assist Ltd.

In respect of the liability for indemnities provided by this policy: ARAG Legal Expenses Insurance Company Ltd.

Pedal Cycle

The **Pedal Cycle**(s) shown on **your policy schedule** as being eligible for this cover and any bicycle, adult tricycle or tandem, including any mechanically or electronically assisted cycle weighing less than 40kg and with an output not exceeding 200w/15mph registered with Call Assist Ltd.

You, Your

The person named as the policyholder in the **policy schedule**.

5. Exclusions & General Conditions

Exclusions

Applying to all sections unless otherwise stated.

This insurance does not cover the following: -

- 1. Any incident occurring outside the period of cover.
- Any incident within a mile, by public highway from your Home Address.
- Any incident where the Pedal Cycle is being used in a way that is not specified in the design and manufacturers specifications, or arising directly out of the unreasonable use of the Pedal Cycle on unsuitable terrain.
- The recovery of You and Your Pedal Cycle if repairs can be carried out at or near the scene of the incident within the same working day.
- Incidents where the Pedal Cycle is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer, including immersion in mud, sand, snow or water
- Incidents while the Pedal Cycle is being used or has been modified for racing, trials or rallies, speed or endurance tests or practices for those activities.
- 7. Any damage to Your Pedal Cycle or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, We will not pay for You to collect Your Pedal Cycle from a repairer or for any time that has to be taken off work because of an Insured Incident.
- 8. Fines or penalties imposed by courts.
- 9. Callout charges the police may charge.
- 10. Ferry and toll charges.
- The cost of parts, components, lubricants or materials, food, drinks, telephone calls, or other incidental expenses.
- Any costs other than recovery to one of the destinations detailed above.
- The charges of any company or person other than the Recovery Operator called out by Us.
- Incidents where Our Control Centre has not been notified promptly of the incident prior to expenses being incurred.
- Incidents where charges incurred have not been settled promptly by You before requesting reimbursement.
- Any charges arising from Your failure to comply with the requests of Us or the Recovery Operator concerning the assistance being provided to You.
- Any charges where, having contacted Us, You effect recovery or repair by other means.
- Damage to tyres by road punctures capable of being repaired by cycle emergency kit available to You at the time of the incident.
- 19. Medical and other expenses arising out of injury sustained by You.
- More than three claims in any one Period of Insurance.
- 21. Claims totalling more than £1,500 in any one Period of Insurance.
- 22. Any cost recoverable under any other insurance policy that you may have. You agree to assign your rights of recovery against any third party for claims costs paid by us in relation to this policy and you shall co-operate with us to achieve this where reasonably required.
- Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.
 - d) The result of interplanetary coronal mass ejection.
 - e) Large scale computer malfunction or malicious cyber activity.

General Conditions

The following conditions apply to all policies.

 We will provide cover if you have met all the terms and conditions within this insurance and the information provided to us, as far as you are aware, is correct. Regardless of circumstances, we will not be held liable for any
costs incurred if you are unable to make a telephone connection
to any numbers provided or our Mobile Phone app services. If
you are unable to make a connection on any of the numbers
provided, please call:

01603 327180

- 3. The policy is not transferable to another policyholder.
- 4. Details of your cover may not reach us by the time assistance is required. In this unlikely event, we will assist you however before assistance can be provided we will ask to take a preauthorisation on a credit or debit card for the estimated cost of the assistance. If we receive confirmation that you have adequate cover the reserved funds will be released. If we receive confirmation that you do not have adequate cover we will take payment for any uninsured costs.
- 5. If a callout is cancelled by you and a recovery operator has already been dispatched, we recommend you wait for assistance to ensure the Pedal Cycle is functioning correctly. If you do not wait for assistance and the Pedal Cycle breaks down again within 12 hours, you will be charged for the second and any subsequent callouts.
- We reserve the right to charge you for any costs incurred as a result of incorrect location details being provided.
- We have the right to refuse service and/or cancel your policy if you or the passengers are being obstructive in allowing us to provide the most appropriate assistance or are abusive to our rescue co-ordinator(s) or the recovery operator(s).
- 8. The **Pedal Cycle(s)** must be registered to and ordinarily kept at an address within Great Britain and Northern Ireland.
- Pedal Cycles must be located within Great Britain and Northern Ireland when cover is purchased and commences.
- 10. If in our opinion the Pedal Cycle is beyond economical repair or the cost of the claim is likely to exceed the market value of the Pedal Cycle in its current condition following the breakdown, we have the option to pay you the market value of the Pedal Cycle in its current condition and pay you reasonable public transport costs for the passengers to return to the home address. It will be your responsibility to apply for a Certificate of Destruction or other such document and you will be required to pay for any storage costs whilst this is obtained and any costs to dispose of the Pedal Cycle. If you would prefer the Pedal Cycle to be transported to the home address or original destination, this can be arranged, but you will need to pay any costs which exceed the market value of the Pedal Cycle in its current condition. If the Pedal Cycle is beyond economical repair, you will have one week to advise us of how you wish to transport or dispose of the Pedal Cycle. If you do not contact us within one week you consent to us to dispose of the Pedal Cycle. We reserve the right to deduct any outstanding costs owed by you, in relation to the storage or disposal of the Pedal Cycle, from the payment made by us to you for the market value of the Pedal Cycle
- 11. It is your responsibility to ensure you have sufficient funds to initially pay for the benefits offered by this policy. If funds are not immediately available to you, please let us know and we will try to assist.
- 12. In the event you use the service and the claim is subsequently found not to be covered by the policy you have purchased, we reserve the right to reclaim any monies from you in order to pay for the uninsured service.
- 13. We may decline service if you have an outstanding debt with us.
- 14. The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. We will endeavour to help arrange alternative transport, but any additional costs incurred as a result will not be covered by this policy.

6. Renewing & Cancelling Your Policy

Cancellation By You

This policy has a cooling off period of 14 days from the time **you** receive this information or **your** policy start date, whichever is the latter. If **you** do not wish to continue with the insurance, **we** will provide a refund of **your** insurance premium paid, providing no **claim** has been made.

You may cancel **your** policy after the 14 day cooling off period but no refund of **your** insurance premium is available.

A refund of premium is not available if the **period of insurance** of the policy is for a period of less than one month.

Please call Velosure to discuss.

Cancellation By Us

We have the right to cancel this policy at any time by sending 7 days notice to the **home address** however **we** must have valid reasons for doing so. Valid reasons include but are not limited to:

- Suspected or proven fraud;
- · Non-payment of premium when it is due;
- We discover you are no longer eligible for cover with us or a Pedal Cycle isn't being used in accordance with the policy wording;
- If you are threatening or abusive to our staff or the people we instruct to assist with your breakdown, including the recovery operators; or
- It is evident you have failed to maintain the Pedal Cycle in a roadworthy condition including not having the Pedal Cycle routinely serviced in accordance with the manufacturer's recommendations.

In such situations, providing no **claim** has been made within the first 6 months from the inception date of **your** policy, **we** will refund **your** premium in full. Where **you** have received a service or where the policy has been in force for a period of more than 6 months, no premium refund will be available to **you**. Cancelling **your** policy will be in addition to any other legal rights **we** may have.

7. Your Data

Your Personal Data

The organisation **you** purchased this policy from ("Distributor") collects and maintains personal data as an independent Data Controller in order to administer this policy.

Call Assist Ltd ("Call Assist") collects and maintains personal data as an independent Data Controller in order to provide the services detailed within this policy wording.

ARAG Legal Expenses Insurance Company Ltd ("Insurer"), the insurer of this policy, also acts as an independent Data Controller.

Please note that all personal data that is held by the Data Controllers is safeguarded with appropriate levels of security and in accordance with prevailing Data Protection legislation which includes the Data Protection Act 2018, the United Kingdom General Protection Regulation (the UK GDPR) and all other Applicable Laws, any successor or replacement legislation relating to the processing of personal data.

Velosure Privacy Policy

Please contact the Velosure or refer to their website for a copy of their full Privacy Policy.

Call Assist Privacy Policy

Call Assist's full Privacy Policy can be accessed online via https://www.call-assist.co.uk/privacy-policy. Enquiries in relation to personal data held by Call Assist should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.

ARAG Privacy Policy

We process your personal information in accordance with our Privacy Notice. You can find our Privacy Notice online at www.arag.co.uk/privacy. Alternatively, you can make a request for a printed copy to be sent to you by contacting dataprotection@arag.co.uk.

Sharing Your Personal Data

We will only share your personal data in the following circumstances:

- it has been authorised by you;
- it is with regulatory bodies;
- it is with fraud prevention and credit reference agencies;
- · it is required by law;
- it is being provided to recovery operators or other suppliers as required to fulfil our contractual and legal obligations in this Policy Wording. In these circumstances, your personal data will be limited to the minimum ordinarily required for service provision. Additionally, these suppliers will only be able to use your personal data to provide the specific services described in this policy.
- it is necessary for us to exercise our rights of subrogation as outlined in exclusion 22.

Your Rights

Under the terms of Data Protection legislation, **you** have a number of rights in relation to the information **we** hold about **you**. This includes the right to:

- ask for a free copy of any personal data we hold about you;
- · ask for correction of any inaccurate information held;
- complain to the Information Commissioner's Office if you are not satisfied with our use of your personal data;
- object to the processing of your personal data where we are relying upon a legitimate interest, and there is something about your particular situation which makes you want to object to processing it;
- ask for the processing of your personal data to be restricted. This
 enables you to ask us to suspend the processing of personal
 information about you;
- ask for your personal data to be transferred to another company;
- ask for your personal data to be deleted from our system/database;
- where we rely on your consent to process your personal data, you have the right to withdraw your consent at any time.

Please note that there are times when **we** will not be able to meet **your** requests in relation to data processing. This may be as a result of **us** fulfilling **our** legal and/or regulatory obligations. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Should **you** wish to exercise any of **your** rights under the Data Protection legislation, please direct **your** enquiry to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by email to DPO@call-assist.co.uk.

Collecting Your Information

We will collect a variety of information about you including your personal data such as your name, address, contact details and date of birth. Where relevant, we will also collect special categories of data (sensitive data) about you such as details regarding your health. We may also collect information from a number of different sources for example:

- from publicly available sources such as social media and networking sites when you interact with us. For example sending us a message or entering into a competition;
- third party databases available to the insurance industry and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

Using Your Personal Data

We only process the minimum amount of personal data **we** need in order to fulfil **our** purposes, and only where **we** have a lawful basis for doing so.

The legal basis **we** mainly rely on for processing personal data is Article 6(1)(b) of the UK General Data Protection Regulation (UK GDPR) which relates to processing necessary to allow **us** to perform **our** contract with **you** or to take steps at **your** request, before entering a contract. The purposes for which **we** will process **your** personal data

on the basis of contract include to provide **you** with the appropriate policy quotation as well as to manage **your** policy which may include handling a **claim** or issuing documentation to **you**. **Our** assessment of **your** policy application may also involve an automated decision to determine whether **we** are able to provide **you** with a quotation. If **you** object to **your** personal data being processed by automated decisionmaking, then **we** will not be able to provide **you** with breakdown cover.

In some cases, **we** may use personal data to pursue **our** legitimate interests (Article 6(1)(f) of the UK GDPR), provided **your** interests and fundamental rights do not override those interests. The purposes for which **we** will process **your** personal data on the basis of legitimate interest include to carry out research and analysis (including profiling) for the purposes of better understanding **our** customers; and to record calls to **our** call centre for training and monitoring purposes.

We would also like to stay in contact with **you**, and will therefore send marketing communications to **you** but only where **you** have given **us** specific consent to do so (Article 6(1)(a) of the UK GDPR).

Keeping Your Personal Data

Your data is considered to be an important asset to **us**, and as such, **we** implement technical and organisational measures to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures **we** take to keep **your** data secure include, but are not limited to:

- · making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

Use and Storage of Your Personal Data

We will retain your personal data for a maximum of seven years from the end of this policy, in line with our legal and regulatory requirements.

Where possible, **we** will anonymise or remove **your** personal data that is no longer required for the purpose(s) for which it was obtained.

We will only keep **your** data for as long as is necessary to provide **our** products and services to **you** and/or fulfil **our** legal and regulatory obligations.

Your data may be transferred to, stored or processed outside the UK and European Economic Area (EEA). **We** will not transfer **your** information outside the UK and EEA unless it is to a country which is considered to have equivalent data protection laws or where **we** have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

8. Our Promise To You

Complaints Procedure

We aim to provide a high standard of service. Please telephone us if you feel we have not achieved this and we will do our best to rectify the problem immediately.

Any complaint **you** have regarding **your** policy should be addressed to Customer Services, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of **your** policy and in particular **your** policy number, to help **your** enquiry to be dealt with efficiently.

We promise to:

acknowledge your complaint within five working days of receiving it;

- review your complaint with impartiality;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to your complaint within 20 working days. If this is not
 possible for any reason, we will write to you to let you know
 when we will contact you again.

If you remain dissatisfied with our final decision or if you have not received our final decision within 8 weeks of us receiving your complaint, short of court action, you may be entitled to ask The Financial Ombudsman Service to review your case. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. If you do not refer your complaint within six months of our final decision The Financial Ombudsman Service will not have our permission to review your case and will only be able to do so in limited circumstances, such as if the delay was due to exceptional circumstances.

The Financial Ombudsman Service can be contacted at the following address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9123 (free from some mobile phones) or email complaint.info@financial-ombudsman.org.uk.

For further information, **you** can also visit the website: www.financial-ombudsman.org. Following the complaints procedure does not affect **your** rights to take legal proceedings.

Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the **claim**.

Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk.

Service Provider and Insurer

This service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

The policy is underwritten by ARAG Legal Expenses Insurance Company Ltd. Registered in England and Wales. Registered Company Number 103274. Registered office address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority.

ARAG Legal Expenses Insurance Company Ltd, Firm Reference Number 202106 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Call Recording

To help **us** provide a quality service, **your** telephone calls may be recorded for training and monitoring purposes.

Cover Levels

Cycle Rescue UK Roadside / Recovery