

# Flux Rescue – Pedal Cycle Policy Wording

## Definitions

### We, us, our – ERS

**ERS** – is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

**The administrators** – Adrian Flux Insurance.

**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.

**ERS** - ERS (Syndicate 218 at Lloyd's) is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Registered number 204851.) ERS Syndicate Management Limited is registered in England and Wales No. 426475. The registered office is 52-54 Leadenhall Street, London EC3A 2BJ.

## General Conditions

- 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.
- This insurance only applies to you and cannot be transferred to anyone else.
- If a breakdown occurs (whether or not you need immediate service), you must immediately tell the Rescue Control Centre.
- Roadside assistance or recovery will only be provided if you or the rider stays with the pedal cycle until a rescue vehicle arrives.
- 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.
- 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.
- You must keep your pedal cycle properly maintained.
- 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.
- 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.
- This insurance only covers the pedal cycle specified in the schedule. You must tell the administrators about any change of pedal cycle immediately.
- 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.

## General Exclusions

Your Insurance does not cover the following:

- 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.
- Any ferry fares or toll fees.
- The cost of taking the pedal cycle and rider to more than one address after any one breakdown.
- 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
- The cost of any parts, components or materials used to repair the pedal cycle.
- Any costs or expenses for any service, which is not arranged by the Rescue Control Centre.
- Any costs or expenses if the pedal cycle is overloaded or carrying more passengers than designed to.
- Any costs or expenses if the pedal cycle breaks down at your home or within half a mile of your home.
- Any costs or expenses if the pedal cycle is off road and cannot be reached due to snow, mud, sand or flood.
- Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
- Loss of or damage to the pedal cycle or its accessories, or any valuables fitted to it.
- Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
- 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.

## Our Promise to You

We aim to provide a first class service. If you have any reason to complain about this insurance, or us, the complaints procedure is as follows.

- The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. The address is ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW. Tel: 0345 268 0279. Email: [complaints@ers.com](mailto:complaints@ers.com).
- If you are not satisfied with our response you may ask the Complaints department at Lloyd's to review your case. The address is Complaints, Lloyd's, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com).
- If you are still not satisfied after contacting Lloyd's you can refer your complaint to the Financial Ombudsman Service. The address is Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Tel: 0800 023 4567. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

### Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

### Call recording - To help us to provide a first class service we may record your telephone call

#### 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 (ERS). 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.

Signed for and on behalf of  
ERS



ACTIVE UNDERWRITER

### What to do if you break down.

**If your pedal cycle breaks down you must call the 24 hour Rescue Control Centre on 0800 328 8349 or 01277 720772 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 07786 204387.**

**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

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.