

Your Motor Breakdown Policy Booklet



Smartdriverclub Insurance

Policy Summary

This Policy Summary does not contain full terms and conditions of the cover, which can be found in the Policy Document. It is important that you read the Policy Document which follows this Policy Summary.

If your vehicle suffers a breakdown due to an electrical or mechanical failure, lack of fuel, misfuel, flat battery or puncture which immediately renders the vehicle immobilised, service will be provided. We will provide cover as detailed within the policy wording. Cover will apply during the period of insurance and within the territorial limits.

Features & Benefits	Additional Notes (Please see policy terms & conditions for full details of the below)
Roadside - Local Cover Roadside Assistance / Local Recovery	In the event of a breakdown within the territorial limits (UK) which occurs more than a one-mile radius from your home address, we will arrange and pay for you and your vehicle to be recovered to the nearest garage able to undertake the repair, your home or original destination up to 10 miles from the scene of the breakdown.
Alternative Travel	We will pay up to £250 (up to £750 in the territorial limits (Europe)) towards the reasonable cost of alternative transport or vehicle hire. We will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired Vehicle.
Emergency Overnight Accommodation	We will pay a maximum of £150 for a lone traveler or £75 per passenger when not travelling alone for one night on a bed and breakfast basis. The maximum payment per incident is £500.
Caravans & Trailers	Recovery of caravan/trailer up to the maximum length of 7 metres/23 feet (not including the length of the A-frame and hitch) if the vehicle cannot be repaired roadside.
Keys	Callout and mileage back to the recovery operator's base. All other costs incurred will be at your expense.
Misfuel Assist	We will arrange and pay up to £250 (inclusive of VAT) for a Recovery Operator to either recover you and your vehicle to the Recovery Operator's base where a drain and flush can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 claim limit, we will also provide 10 litres of correct fuel.

Message Service	We will pass on two messages to your home or place of work to let them know of your predicament and ease your worry.	
Available For an Additional Premium		
Recovery - National Cover Roadside Assistance / National Recovery	Recovery - National Cover must be indicated on the policy schedule. In addition to the benefits provided with Roadside - Local Cover , your vehicle can be recovered to your home address, or if you would prefer, your original destination within the UK.	
Recovery - National Plus Homestart Roadside Assistance / National Recovery / Homestart	Recovery - National Plus Homestart must be indicated on the policy schedule. In addition to the cover provided with National Cover, your vehicle will be covered at your registered home address or within a one-mile radius of your home address.	
European Cover Roadside Assistance / National Recovery / Homestart / Europe	European Cover must be indicated on the policy schedule. In addition to the cover provided with Recovery - National Plus Homestart , your vehicle will also be covered in the following European territories: Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus) and Vatican City. If you break down on a European Motorway or major public road where private contractors are dispatched to assist you, we will pay a maximum of £150 towards the reimbursement of your costs.	
Significant Exclusions (For a full list of exclusions, please refer to the policy terms and conditions)		Exclusion number in policy wording:

Any caravan/trailer where the total length of the caravan/trailer exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the vehicle with a standard towing hitch.	1
Assistance following an accident, theft, fire or vandalism.	2
Breakdowns caused by failure to maintain the vehicle in a roadworthy condition including maintenance or proper levels of oil and water.	5
Costs incurred in addition to a standard Callout where service cannot be undertaken at the roadside because the Vehicle is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.	6
The recovery of you and your vehicle if repairs can be carried out at or near the scene of the breakdown within the same working day. If recovery takes effect we will only recover to one address in respect of any one breakdown.	10
Any request for service if the vehicle is being used for motor racing, rallies, rental, hire, courier services or any contest or speed trial or practice for any of these activities.	12
The cost of any parts, components or materials used to repair the vehicle.	15
The use of specialist equipment occasionally required because the vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.	17
Any claim within 24 hours of the time the policy is purchased.	19
Any breakdown that occurred before the policy commenced, the vehicle was placed on cover, or before the policy was upgraded.	20
More than six callouts in any one period of insurance.	21
Claims totaling more than £15,000 in any one period of insurance.	22
Any damage or loss to your vehicle or its contents and any injury to you or any third party caused by us or the recovery operator. It is your responsibility to ensure personal possessions are removed from the vehicle prior to your vehicle being recovered.	34

How to make a claim

If your vehicle breaks down, please call our 24 hour Control Centre on 01206 785901.

Please have your return telephone number, policy number, vehicle registration number

and precise location available when requesting assistance. For assistance in mainland Europe please call 0044 1206 785901.

Your Right to Cancel

This policy has a cooling off period of 14 days from the time you receive this information. If you do not wish to continue with the insurance, we will provide a refund of premium paid, providing no claim has been made. You may cancel your policy after the 14-day cooling off period but no refund of 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 contact Smartdriverclub Insurance if you would like to discuss.

Policy Duration

This policy does not exceed 12 months unless otherwise stated in the policy terms and conditions.

Choice of Law

This contract is governed by the laws of England and Wales and all communication will be conducted in English.

What to Do if You Have a Complaint

We make every effort to provide the highest standards of service. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do. You can write to us at: Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX. If it is impossible to reach an agreement you have the right to make an appeal to the Financial Ombudsman Service: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel from landline: 0800 023 4567. Tel from mobile: 0300 123 9123 or email complaint.info@financial-ombudsman.org.uk. For further information, you can also visit the website: www.financial-ombudsman.org.uk. Nothing in this process will adversely affect your legal rights.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

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 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 Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, Registered Company Number 3668383 and is underwritten by Ageas Insurance Limited. Registered Office Address; Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales no: 354568.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039

Motor Breakdown Policy

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.

What to do if You Breakdown

If Your Vehicle breaks down, please call Our 24-hour Control Centre on:

01206 785901

Please have the following information ready to give to Our Rescue Co-ordinator who will use this to validate Your policy: -

- Your return telephone number.
- Your Vehicle registration and policy number.
- The precise location of Your Vehicle (or as accurate as You are able in the circumstances)

We will take Your details and ask You to remain by the telephone You are calling from. Once We have made all the arrangements We will contact You to advise who will be coming out to You and how long they are expected to take. Your mobile phone must therefore be switched on and available to take calls at all times. You will then be asked to return to Your Vehicle.

Please remember to guard Your safety at all times but remain with or nearby Your Vehicle until the Recovery Operator arrives. Once the Recovery Operator arrives at the scene please be guided by their safety advice.

If You are broken down on a motorway and have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the Emergency Services of Our telephone number, they will then contact Us to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that You have contacted Us or give them Our telephone number to call Us on Your behalf.

Important Numbers

Customer Services: **0333 003 2263**

Open - Monday – Friday 8am – 8pm, Saturday 9am – 2pm

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Section 1: Definitions

Accident

A collision immediately rendering the Vehicle immobile or unsafe to drive.

Breakdown

An electrical or mechanical failure, lack of fuel, misfuel, flat battery or puncture to the Vehicle, which immediately renders the Vehicle immobilised.

Callout

The deployment of a Recovery Operator to Your Vehicle.

Home Address

The last known address recorded on Our system where Your Vehicle is ordinarily kept.

Period of Insurance

The duration of this policy as indicated on Your Policy Schedule for a period not exceeding twelve months.

Recovery Operator

The independent technician Call Assist appoints to attend Your Breakdown.

Rescue Co-ordinator

The telephone Operator employed by Call Assist Ltd.

Specialist Equipment

Non-standard apparatus or recovery vehicles which in the opinion of the Recovery Operator are required to recover the Vehicle. 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 (Europe)

Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey (for non-residents), Hungary, Italy, Jersey (for non-residents), Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus) and Vatican City.

Territorial Limits (UK)

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

Trip

Commences from the date of Your departure from the Territorial Limits (UK) and ceases upon Your return to the Territorial Limits (UK) for a period not exceeding 90 days.

Us, We, Our

Call Assist Ltd.

Vehicle

The Vehicle(s) listed on Your Policy Schedule at the time of the Breakdown including any towed caravan or trailer of a proprietary make.

You, Your

The person named as the policyholder in the Policy Schedule or the driver of the Vehicle, together with all non-fare paying passengers travelling legally with the vehicle at the time of the Breakdown.

Section 2: Your Cover

As shown in **Your** Policy Schedule.

If **Your Vehicle** suffers a **Breakdown**, service will be provided during the **Period of Insurance** in accordance with this policy wording and the cover level **You** have chosen.

Roadside - Local Cover	<i>Roadside / Local Recovery</i>
Recovery - National Cover	<i>Roadside / National Recovery</i>
Recovery - National Plus Homestart	<i>Roadside / National Recovery / Homestart</i>
European Cover	<i>Roadside / National Recovery / Homestart / Europe</i>

Roadside - Local Cover

The following service is provided with all levels of cover:

Roadside Assistance & Recovery

In the event of a **Breakdown** within the **Territorial Limits (UK)** which occurs more than a one-mile radius from **Your Home address**, **We** will send help to the scene of the **Breakdown** and pay **Callout** fees and mileage charges needed to repair or assist with the **Vehicle**.

If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** at the roadside **We** will assist in the following way: -

Either:

- Arrange and pay for **You** and Your **Vehicle** to be recovered to the nearest garage which is able to undertake the repair within 10 miles from the scene of the **Breakdown**.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **We** will arrange for **You** and **Your Vehicle** to be transported to **Your** chosen destination up to 10 miles from the scene of the **Breakdown**.

Any recovery must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges.

If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Co-ordinator** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

Alternative Transport*

We will pay up to £250 (up to £750 in the **Territorial Limits (Europe)**) towards the reasonable cost of alternative transport or vehicle hire. **We** will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired **Vehicle**.

Emergency Overnight Accommodation*

We will pay a maximum of £150 for a lone traveler or £75 per passenger when not travelling alone for one night on a bed and breakfast basis. The maximum payment per incident is £500.

Emergency Overnight Accommodation and Alternative Transport benefits are available under the following conditions:

- The **Vehicle** must be repaired at the nearest suitable garage to the **Breakdown** location
- The **Vehicle** cannot be repaired the same working day
- The **Breakdown** did not occur within 20 miles of **Your Home Address**
- **We** will determine which benefit is offered to **You** by assessing the circumstances of the **Breakdown** and what is the most cost effective option for **Us**

*These services will be offered on a pay/claim basis, which means that **You** must pay initially and **We** will send **You** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **Our Rescue Co-ordinator**. The policy will only pay for a hire vehicle which we deem is appropriate for **Your**

requirements and is available at the time assistance is provided. **We** will only reimburse claims when **We** are in receipt of a valid invoice or receipt.

Keys

If **You** lose, break, or lock **Your** keys within **Your Vehicle**, **We** will pay the Callout and mileage charges back to the **Recovery Operator's** base or **Your Home Address** if closer. All other costs incurred, including any Specialist Equipment needed to move the Vehicle, will be at **Your** expense.

Misfuel Assist

In the event **Your Vehicle's** fuel tank is filled with the incorrect type of fuel, **We** will arrange and pay up to £250 (inclusive of VAT) for a **Recovery Operator** to either recover **You** and **Your Vehicle** to the **Recovery Operator's** base where a drain and flush to **Your Vehicle's** fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 claim limit, **We** will also provide up to 10 litres of correct fuel.

Occasionally misfueling a **Vehicle** can cause extensive damage which a fuel drain and flush will not rectify. **We** cannot accept liability for any damage caused to **Your Vehicle** but if **You** would prefer for the fuel drain and flush to be conducted by **Your** preferred repairer, **We** will arrange and pay for a **Recovery Operator** to recover **You** and **Your Vehicle** to a repairer of **Your** choice within 20 miles of the scene of the **Breakdown**. Subject to the prior authorisation of **Our Rescue Co-ordinator** **We** will also reimburse up to £250 (inclusive of VAT) towards the cost of a fuel drain and flush, only when **We** have received copies of valid receipts.

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.

Recovery- National Cover

If **You** have opted and paid for **Recovery - National cover** it includes the same benefits as **Roadside - Local Cover**, with the addition of Nationwide Recovery.

Nationwide Recovery

If **Your Vehicle** cannot be repaired within the same working day in accordance with **Roadside - Local Cover**, **We** will arrange for **You** and **Your Vehicle** to be transported to **Your Home Address**, or if **You** would prefer, **Your** original destination within the **Territorial Limits (UK)**.

Any recovery must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges.

If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Co-ordinator** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

Recovery - National Plus Homestart

If **You** have opted and paid for **Recovery - National Plus Homestart**, it includes all of the same benefits as **Recovery - National Cover**, with the addition of Home Assist.

Home Assist

We will send help to **Your Home Address** or within a one-mile radius of **Your Home Address** in the event **Your Vehicle** suffers a **Breakdown**.

If, in the opinion of the **Recovery Operator**, they are unable to repair **Your Vehicle** at the roadside, **We** will arrange and pay for **You** and **Your Vehicle** to be recovered to the nearest garage which is able to undertake the repair.

Any recovery must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges.

If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Co-ordinator** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

European Cover

If **You** have opted and paid for **European Cover**, it includes the same benefits as **Recovery - National Plus Homestart** with the addition of European Assistance.

European Assistance

We will provide service in the **Territorial Limits (Europe)** where the maximum duration of any single Trip does not exceed 90 days. However short-term policies (those with a **Period of Insurance** lasting one month or less) will be limited to a single **Trip** not exceeding the **Period of Insurance**.

Please ensure **You** carry **Your** V5C registration document and drivers licence with **You** during **Your** journey. Due to local regulations and customs, **You** may be required to provide copies of **Your** V5C registration document and/or drivers licence. **You** will be held liable for any costs incurred if copies of **Your** V5C registration document and/or drivers licence are not immediately available.

Regulations are different when **You Breakdown** in Europe and help may take longer in arriving. **We** will require detailed information from **You** regarding the location of **Your Vehicle**. **We** will need to know if **You** are on an outward or inward journey and details of

You booking arrangements. When **We** have all the required information **We** will liaise with **Our** European network. **You** will be kept updated and therefore, **You** will be asked to remain at the telephone number **You** called from.

If **You** have broken down on a European motorway or major public road, **We** are generally unable to assist **You** and **You** will often need to obtain assistance via the SOS phones. The local services will tow **You** to a place of safety and **You** will be required to pay for the service immediately. **You** can then contact **Us** for further assistance. We will pay a maximum of £150.00 towards reimbursement of the costs, but **We** will only reimburse claims when **We** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

If **You** have broken down in a European Country during a Public Holiday, many services will be closed during the Holiday period. In these circumstances, **You** must allow **Us** time to assist **You** and effect a repair to **Your Vehicle**. **We** will not be held liable for any delays in reaching **Your** destination.

For assistance in Europe, please call Us on:

00 44 1206 785901

We will send help to the scene of the **Breakdown** within the **Territorial Limits (Europe)** and arrange to pay **Callout** fees and mileage charges needed to repair or assist with the **Vehicle**.

If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** at the roadside **We** will assist in the following way: -

- Arrange and pay for **You** and **Your Vehicle** to be recovered to the nearest garage able to undertake the repair.
- If the **Vehicle** cannot be repaired within 48 hours or by **Your** intended return, whichever is later, **We** will arrange for **You** and **Your Vehicle** to be transported either to **Your Home Address**, or if **You** would prefer, **Your** original destination within the **Territorial Limits (Europe)**.

Section 3: General Notes

Uninsured Service

We can provide assistance for faults that 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 Vehicle

Our policy only covers the **Vehicle** registered on **Our** database, therefore any change must be notified immediately by contacting the organisation **You** purchased this policy from. Please provide **Your** policy number, the new registration, make, model and colour of **Your Vehicle** and the date **You** wish to make the change. If **You** do not notify **Us** of the new **Vehicle** details, **We** may not be able to supply **You** with a service.

Governing Law

English Law governs this insurance.

Language

We have chosen to use the English language in all documents and communication relating to this policy.

Measurements

A **Home Assist** is calculated using a straight line from the **Home Address** to the location of the **Breakdown**. All other measurements are calculated using driving distances.

Garage Repairs

Any repairs undertaken by the **Recovery Operators** at their premises are provided under a separate contract, which is between **You** and the **Recovery Operator**.

Multiple Vehicle Policies

Multiple **Vehicle** policies must be registered to one address within the **Territorial Limits (UK)**.

Section 4: Exclusions

Applying to all sections unless otherwise stated

This insurance does not cover the following: -

1. Any caravan/trailer where the total length of the caravan/trailer exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **Vehicle** with a standard towing hitch.
2. Assistance following an **Accident**, theft, fire or vandalism.
3. Service where glass or windscreens have been damaged.
4. **Vehicles** that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and **Your** safety is compromised.
5. **Breakdowns** caused by failure to maintain the **Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.

6. Costs incurred in addition to a standard **Callout** where service cannot be undertaken at the roadside because the Vehicle is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.
7. Any request for service if the **Vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where the **Vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
8. Overloading of the **Vehicle** or carrying more passengers than it is designed to carry.
9. Any subsequent **Callouts** for any symptoms related to a claim which has been made within the last 28 days, unless **Your Vehicle** has been fully repaired at a **Suitable Garage**, declared fit to drive by the **Recovery Operator** or is in transit to a pre-booked appointment at a **Suitable Garage**.
10. The recovery of **You** and **Your Vehicle** if repairs can be carried out at or near the scene of the **Breakdown** within the same working day. If recovery takes effect, **We** will only recover to one address in respect of any one **Breakdown**.
11. Any **Vehicle** which is not listed on **Your** Policy Schedule as being eligible for **Breakdown** cover with **Us**.
12. Any request for service if the **Vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
13. Minibuses, motorhomes, horseboxes, or limousines.
14. Assistance if the **Vehicle** is deemed to be illegal, untaxed, without a current valid MOT certificate, uninsured, unroadworthy or dangerous to transport.
15. The cost of any parts, components or materials used to repair the **Vehicle**.
16. Repair and labour costs other than one-hour roadside labour at the scene.
17. The use of **Specialist Equipment** occasionally required because the **Vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
18. Storage charges.
19. Any claim within 24 hours of the time the policy is purchased.
20. Any **Breakdown** that occurred before the policy commenced, the **Vehicle** was placed on cover, or before the policy was upgraded.
21. More than six **Callouts** in any one **Period of Insurance**.
22. Claims totaling more than £15,000 in any one **Period of Insurance**.
23. Any costs or expenses not authorised by **Our Rescue Co-ordinator**.
24. The cost of food (other than breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
25. Claims not notified and authorised prior to expenses being incurred.
26. The charges of any other company (including Police recovery) other than the **Recovery Operator**, a vehicle rental agency or accommodation charges which have been authorised by **Us**.

27. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
28. Any cost that would have been incurred if no claim had arisen.
29. Any false or fraudulent claims.
30. The cost of alternative transport other than to **Your** destination and a return trip to collect **Your** repaired **Vehicle**.
31. The cost of fuel, oil or insurance for a hire vehicle.
32. Overnight accommodation or vehicle hire charges if repairs can be carried out at or near the scene of the **Breakdown** within the same working day.
33. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.
34. Any damage or loss to **Your Vehicle** or its contents and any injury to **You** or any third party caused by **Us** or the **Recovery Operator**. It is **Your** responsibility to ensure personal possessions are removed from the **Vehicle** prior to **Your Vehicle** being recovered.
35. **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 Vehicle** from a repairer or for any time that has to be taken off work because of a **Breakdown**.
36. Failure to comply with requests by **Us** or the **Recovery Operator** concerning the assistance being provided.
37. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
38. Fines and penalties imposed by courts.
39. Any cost recoverable under any other insurance policy that **You** may have.
40. 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 waste from the combustion of nuclear fuel.
 - b) radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
41. Any cover which is not specifically detailed within this policy.

Additional exclusions applying to the European Assistance

1. The cost of recovery from a European motorway exceeding £150.00.
2. Repatriation to the UK within 48 hours of the original **Breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **You** have made within the UK.
3. Repatriation if the **Vehicle** can be repaired but **You** do not have adequate funds for the repair.
4. Any **Trip** which was planned to or subsequently finishes outside the **Period of Insurance**.

5. Any **Trip** which is planned to or subsequently exceeds 90 days.

Section 5: General Conditions

Applying to all sections.

1. The driver of the **Vehicle** must remain with or nearby the **Vehicle** until help arrives.
2. If a **Callout** is cancelled by **You** and a **Recovery Operator** has already been dispatched, **You** will lose a **Callout** from **Your** policy. **We** recommend **You** to wait for assistance to ensure the **Vehicle** is functioning correctly. If **You** do not wait for assistance and the **Vehicle** breaks down again within 12 hours, **You** will be charged for the second and any subsequent **Callouts**.
3. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
4. **We** have the right to refuse to provide the service if **You** are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to **Our Rescue Co-ordinator** or the **Recovery Operator**.
5. **Your Vehicle** must be registered to and ordinarily kept at an address within the **Territorial Limits (UK)**.
6. **Vehicles** must be located within the **Territorial Limits (UK)** when cover is purchased and commences.
7. **We** can request proof of outbound and inbound travel dates.
8. If in **Our** opinion the **Vehicle** is beyond economical repair or the cost of the claim is likely to exceed the market value of the **Vehicle** in its current condition following the **Breakdown**, **We** have the option to pay **You** the market value of the **Vehicle** in its current condition and pay **Your** transportation costs to **Your 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. If **You** would prefer the **Vehicle** to be transported to **Your Home Address** or original destination, this can be arranged but **You** will need to pay any costs which exceed the market value of the **Vehicle** in its current condition.
9. **We** will only pay ferry and toll fees within the confines of the **Territorial Limits (UK)**.
10. **We** must be advised immediately at the time of contacting **Us** for assistance, if **Your Vehicle** is fitted with alloy wheels. If **We** are not advised and **We** are unable to provide the service promptly or efficiently through the agent who will be assisting **You**, **You** will be charged for any additional costs incurred.
11. If **We** are able to repair **Your Vehicle** at the roadside, **You** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.

12. The repair must be carried out if the **Vehicle** is recovered to a **Suitable Garage** and the **Suitable Garage** can repair the **Vehicle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **You** do not have funds available, any further service related to the claim will be denied.
13. 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.
14. **We** may decline service if **You** have an outstanding debt with **Us**.
15. If **You** have a right of action against a third party, **You** shall co-operate with **Us** to recover any costs incurred by **Us**. If **You** are covered by any other insurance policy for any costs incurred by **Us**, **You** will need to claim these costs and reimburse **Us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
16. **Recovery Operators** comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting **Your Vehicle**.
17. The transportation of livestock (including dogs) will be at the discretion of the **Recovery Operator**. **We** will endeavor to help arrange alternative transport but **You** will need to pay for this service immediately by credit or debit card.
18. 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.
19. The policy is not transferable.
20. If, in **Our** opinion, the **Vehicle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **We** may terminate **Your** policy immediately notifying **You**, by letter to **Your Home Address**, of what action **We** have taken.
21. **We** will provide cover if
 - a) **You** have met all the terms and conditions within this insurance.
 - b) The information provided to **Us**, as far as **You** are aware, is correct.

Should **You** wish to contact **Us**, **We** can be contacted by:

- Mail: Customer Services, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX
- Email: enquiries@call-assist.co.uk
- Facsimile: 01206 364268

Section 6: Cancellation Rights

If **We** have reason to believe this policy is not being used in the spirit it was designed for or it becomes apparent there is a breakdown in the relationship between **Us** and **You**, **We** may cancel the policy by sending 7 day's notice to **Your Home Address**. In such situations, providing no claim has been made, **We** will refund the unexpired portion of **Your** premium.

This policy has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with the insurance, **We** will provide a refund of premium paid, providing no claim has been made.

You may cancel **Your** policy after the 14 day cooling off period but no refund of 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.

Section 7: 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.

Section 8: Our Promise To You

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.

Section 9: Complaints Procedure

We make every effort to provide the highest standards of service. If on any occasion **Our** service falls below the standard **You** would expect **Us** to meet, the procedure below explains what **You** should do.

You can write to **Us** at: Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

If it is impossible to reach an agreement **You** have the right to make an appeal to the:

Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9 123 (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.uk. Nothing in this process will adversely affect **Your** legal rights.

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 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.

Section 10: Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, Registered Company Number 3668383 and is underwritten by Ageas Insurance Limited, Registered Office Address, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, Registered in England and Wales no 354568.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.

Section 11: Privacy Notice

We are Ageas Insurance Limited are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website www.ageas.co.uk or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk.

Your insurance adviser will have their own uses for your personal data please ask your insurance adviser if you would like more information about how they use your personal information.

Collecting your information

We collect a variety of information about you including personal information such as your name, address, contact details, date of birth and IP address (which is a unique number identifying your computer). Where relevant, we also collect sensitive personal information such as details regarding your health, credit history and/or criminal convictions.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason we collect your personal and/or sensitive information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where we will only use your information if you have given us permission such as using or collecting sensitive information. If you have given us such information about someone else, you would have confirmed that you have their permission to do so.

Sharing your information

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

Use and storage of your information overseas

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

Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not

satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy.

Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period for which we have to keep your information. If we are unable to fulfil a request, we will always let you know our reasons.

Section 12: Call Recording

To help **Us** provide a quality service, **Your** telephone calls may be recorded.