

Personal Lines & Fleet Motor 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 pages 3 & 4 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.



Phone

Call **our** 24 hour Control Centre on:

01603 216 368

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

01206 714 707



From Abroad

For assistance in the **territorial limits (Europe)**, call **us** on:

+44 1206 714 707



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, **vehicle** registration and policy postcode to:

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.

1. **Your return telephone number**
2. **Your policy number and vehicle registration**
3. **What has happened to your vehicle**
4. **The location of the vehicle (including a postcode, GPS**

Now accepting



co-ordinates, or what3words)

5. **Whether your vehicle location will be accessible for a large truck**
6. **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, travelling with animals, 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 **vehicle** when the **recovery operator** arrives. If **you** would prefer not to wait with the **vehicle** 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 **vehicle**. It is **your** responsibility to guard **your** safety and abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

In the event of a **breakdown** on a motorway where **you** 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** and provide them with **our** telephone number to call **us** on **your** behalf.

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**.

Your Cover

Roadside Assistance

In the event of a **breakdown** within the **territorial limits (UK)**, which occurs more than a one-mile radius/straight line from **your home address**, **we** will pay for a **recovery operator** to attend the **breakdown** and where they deem appropriate, they will spend up to 60 minutes to try and repair the **vehicle**.

Nationwide Recovery

If **your vehicle** cannot be repaired by a **suitable garage** within the same working day, **we** will pay for **your vehicle** and the **passengers** to be recovered to the **home address**, or if **you** would prefer and it is closer, **your** preferred destination within the **territorial limits (UK)**.

If the **vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken

to. Recovery of **your vehicle** and **passengers** required must take place at the same time as the initial **callout** otherwise **you** will have to pay for additional **callout** charges. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk and no further recovery costs will be covered in relation to the **claim**.

Laws and regulations limit the number of hours **recovery operators** can drive for. Regular breaks and/or 'changeovers' to a different **recovery operator** will often be required when transporting the **vehicle** prolonging the time it takes for the recovery to be completed. In some cases, it will be necessary to store the **vehicle** and deliver it at a later date. If this is necessary, **we** will pay reasonable travel expenses for the **passengers** to travel separately to the **vehicle**. If **you** would prefer to utilise **your** preferred **recovery operator**, please make this known to **our rescue co-ordinator**. **We** reserve the right not to authorise costs where **we** can make arrangements more cost effectively. recovery costs will be covered in relation to the **claim**.

Home Assist

In the event of a **breakdown** at or within a one-mile radius/straight line of **your home address**, **we** will pay for a **recovery operator** to attend the **breakdown** and where they deem appropriate, they will spend up to 60 minutes to try and repair the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside, **we** will pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair within 10 miles from the scene of the **breakdown**.

Any recovery of **your vehicle** and **passengers** required must take place at the same time as the initial **callout** otherwise **you** will have to pay for additional **callout** charges.

If the **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 and no further recovery costs will be covered in relation to the **claim**.

Alternative Travel in the UK

In the event of a **breakdown** within the **territorial limits (UK)** which occurs more than 20 miles from the **home address** or the address of the **driver**, **we** will pay up to £250 towards the reasonable cost of:

- Either: standard class public transport tickets;
- Or: an 'Economy' class hire car (including the costs of insurance and/or excess reduction fees)

to enable the **passengers** to complete one single journey to either **your** original destination or return to the **home address**.

This benefit shall only be provided where:

- the **vehicle** cannot be repaired within the same working day; and
- you** opt to have **your vehicle** recovered to the nearest **suitable garage** to the **breakdown** location for repairs.

We will also pay up to £150 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

This benefit is in place to assist with the movement of **passengers** only, it is not designed to cover the cost of hiring a van or commercial **vehicle**.

Emergency Overnight Accommodation in the UK

If **you** are eligible for the Alternative Travel benefit above but would prefer to stay overnight close to where the **vehicle** is being repaired, **we** will pay up to £150 for a lone traveller or £75 per person towards the reasonable cost of overnight accommodation including breakfast for the **passengers** whilst the **vehicle** is being repaired. **We** will also pay reasonable expenses for the **passengers** to travel to their Emergency Overnight Accommodation. The maximum payment under this Emergency Overnight Accommodation benefit is £500 per **claim**.

Caravans and Trailers

In the event of a **breakdown** where **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **we** will also pay for the caravan/trailer to be recovered with the **vehicle**.

Keys

If **you** lose, break, or lock **your vehicle** keys within **your vehicle** within the **territorial limits (UK)**, **we** will pay the **callout** and mileage charges back to the **recovery operator's** base or **your** preferred destination if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle** or secure storage costs will not be covered.

Driver Illness/Injury in the UK

If **you** are unable to continue **your** journey within the **territorial limits (UK)** due to illness or injury to the driver of the **vehicle**, **we** will pay up to £500 in total towards:

- the cost of hiring an alternative driver to return the **vehicle** to **your** nominated destination within the **territorial limits (UK)**; or
- the recovery of the **vehicle** to **your** nominated destination within the **territorial limits (UK)**; and
- if any **passengers** are unable to accompany the **vehicle**; the reasonable alternative transport costs for the **passengers** to reach the same destination as the **vehicle**.

Payment of this benefit will be contingent upon **your** providing **us** with a medical certificate proving **you** are unable to drive. No more than £500 will be paid in relation to a **claim** made under this benefit.

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.

Pre-Departure Cover

In the event of a **breakdown** within the **territorial limits (UK)** which occurs no more than 7 days prior to a pre-booked **trip** to the **territorial limits (Europe)**, then providing the **vehicle** cannot be repaired by **your** intended departure and **we** are immediately notified of the **breakdown**, **we** will reimburse up to £500 towards:

- Either: the rental of a hire vehicle which **we** deem is appropriate for the purpose of **your** original **trip**;
- Or: the cost of rebooking **your** original sea or motorail crossing to the nearest available date once the **vehicle** has been repaired.

Cover will only apply if **you** can evidence in writing the duration of **your** planned **trip** was for less than 90 days.

We will only reimburse **claims** when **we** are in receipt of:

- valid proof of payment for the hire vehicle or the rebooked sea/motorail crossing tickets, together with copies of **your** original sea/motorail crossing tickets; and
- evidence from a **suitable garage** detailing the repairs made to the **vehicle**.

Pre- Departure Cover does not apply for any **breakdown** occurring within 10 days of **you** purchasing/upgrading this policy or in the event the imminent or actual **breakdown** of **your vehicle** is discovered during an MOT or service carried out within 10 days prior to **your** intended departure.

Driver Illness/Injury Abroad

The same cover provided under the Driver Illness/Injury in the UK benefit shall be extended to the **territorial limits (Europe)**.

Roadside Assistance Abroad

In the event of a **breakdown** occurring within the **territorial limits (Europe)**, **we** will pay for a **recovery operator** to attend the **breakdown** and where they deem appropriate, spend up to 60 minutes to try and repair the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside, **we** will pay for the **vehicle** and **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair.

In some countries, it may be necessary to initially store the **vehicle** and deliver it to the nearest **suitable garage** at a later date.

As with **breakdowns** occurring in the UK, it is **your** responsibility to appoint a **suitable garage** and oversee any repairs undertaken to the **vehicle**. **We** can help to locate a **suitable garage** and where possible, assist with translation, but **we** bear no responsibility for the services provided by any **suitable garage**. Some garages abroad will charge 'diagnostic fees' in order to issue a quotation for repairs. Diagnostic fees, together with any re-assembly fees are not covered by this policy.

Access to some motorways and major public roads within the **territorial limits (Europe)** may be restricted to a private towing service only. Should this occur, **you** will need to obtain assistance via the SOS phones. The private towing service will tow the **vehicle** 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 towards private towing services, but **we** will only reimburse **claims** when **we** are in receipt of valid proof of payment.

Recovery and Repatriation Abroad

If the **vehicle** cannot be repaired within 48 hours or by **your** intended return, whichever is due to occur last, **we** will:

- Either:** pay for the **vehicle** and **passengers** to be transported to **your home address**;
- Or:** if **you** would prefer and it is closer, **your** original destination within the **territorial limits (Europe)**.

The mode of transportation for **you** and **your passengers** will be at **our** discretion.

Transporting **vehicles** back to the UK from abroad is usually a complex process which takes time, often several weeks. If **you** would like to arrange the repatriation of **your vehicle** independently or extend **your trip** to wait for it to be repaired abroad, please discuss this with **our rescue co-ordinator** who will be able to consider how much **we** could contribute towards this.

Alternative Travel Abroad

In the event of a **breakdown** within the **territorial limits (Europe)**, **we** will pay up to £500 towards either the reasonable cost of **our** choice of public transport or an 'Economy' class hire car to enable the **passengers** to continue the **trip** whilst the **vehicle** remains unroadworthy.

We will also pay up to £200 towards the reasonable cost of alternative travel for two people to return and collect the repaired **vehicle**.

This benefit is in place to assist with the movement of **passengers** only, it is not designed to cover the cost of hiring a van or commercial **vehicle**. This policy will cover the costs of insurance and/or excess reduction fees in relation to hire cars, subject to the overall cost of Alternative Travel falling within the limits detailed in this section of cover.

Please bear in mind **you** may be unable to find a suitable hire car during peak season abroad and only other forms of alternative transport may be available to **you**.

Any travel costs associated with collecting/returning a hire car would be deducted from the £500 and £200 limits.

Emergency Overnight Accommodation Abroad

In the event of a **breakdown** within the **territorial limits (Europe)** where the **vehicle** cannot be repaired the same working day and which results in **you** not being able to stay at **your** pre-booked accommodation, **we** will pay up to £150 per person for one night towards the reasonable cost of emergency overnight accommodation including breakfast for all **passengers**. The maximum payment per incident for this benefit is £1,000 per **claim**.

This benefit does not include any costs associated with travelling to/from **your** Emergency Overnight Accommodation, however such

costs can be considered under the Alternative Travel Abroad section above.

Shipping of Spare Parts

Where it is more efficient and cost effective to do so, **we** will pay the reasonable cost of shipping replacement parts to the repairing garage within the **territorial limits (Europe)**. **You** will be responsible for the cost of the replacement parts.

General Notes Relating to Europe

We will provide service in the **territorial limits (Europe)** where the maximum duration of any single **trip** does not exceed 90 days.

Due to differing national standards and infrastructures within the **territorial limits (Europe)**, assistance may take longer in arriving. **We** will need to know details of **your** itinerary and if requested proof of both **your** outbound and inbound travel dates must be provided to validate **your claim**. **You** must remain contactable to avoid any delays. During peak season and public holidays, many services such as repairing garages will be fully booked or closed.

Before You Travel - Checklist

To ensure this cover is sufficient for **your** requirements and that **you** are aware of how **claims** outside the UK are handled, **you** should read the terms and conditions of this policy and **your policy schedule** before travelling. In addition, please make sure **you** have the following original documents and other items with **you**:

- credit card (required for hire cars and some hotels); and
- driving licence; and
- V5C registration document for **your vehicle**; and
- International Driving Permit (if needed for the countries **you'll** be driving in); and
- proof of outbound and inbound travel dates; and
- **your** travel itinerary.

We will not pay for additional costs incurred as a result of any of these documents not being immediately available.

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 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 them with **your** policy number, the new registration, make, model and colour of **your vehicle** and the date **you** wish to make the change.

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.

Garage Repairs

Any repairs undertaken either by a separate garage or a **recovery operator** at their premises are provided under a separate contract, which is between **you** and the repairer.

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 vehicle**. 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 714 707 prior to signing.

Estimated Arrival Times

Where **we** arrange for a **recovery operator** to attend **your vehicle**, **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 co-ordinator** 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 **vehicle** or state whether the **vehicle** is in a roadworthy condition or otherwise safe to drive. **Recovery operators** are not instructed to conduct **vehicle** health inspections.

4. 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, accident, vandalism, fire, theft or attempted theft or puncture

Callout

The deployment of a **recovery operator** to the **vehicle**.

Claim

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

Driver

The person driving the **vehicle**, irrespective as to whether the **vehicle** is being driven by the **policyholder**, a named driver, or by someone hiring the **vehicle** from the **policyholder**, when the **vehicle** breaks down

Home Address

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

Passengers

All non-fare paying persons travelling with the **vehicle** at the time of the **breakdown**, up to the legal carrying capacity of the **vehicle**.

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 **vehicle(s)**, and type of cover.

Recovery Operator

The independent technician appointed to attend the **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)

Andorra, Austria, Balearics, Belgium, 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, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and Vatican City.

Territorial Limits (UK)

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

Trip

A journey to the **territorial limits (Europe)** which is planned to start during the **period of insurance**. The **trip** start date shall be the date of **your** departure from the **territorial limits (UK)** and the **trip** end date shall be the date of **your** intended return to the **territorial limits (UK)**.

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.

Vehicle

The **vehicle(s)** shown on **your policy schedule** as being eligible for this cover.

You, Your

The person named as the policyholder in the **policy schedule** or the **driver** as applicable.

5. Exclusions & General Conditions

Exclusions

Applying to all sections unless otherwise stated.

This insurance does not cover the following: -

1. a) The recovery of 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) or where it is not attached to the **vehicle** with a standard 50mm tow ball coupling hitch.
2. Any costs incurred to attend the **vehicle** due to faults with electric windows, sun roofs, broken windows/windcreens or locks not working which prevent the **vehicle** from being parked securely, unless the fault occurs during the course of a journey and **your** safety is compromised.
3. **Breakdowns** caused by a failure to maintain the **vehicle** in a roadworthy condition including the routine servicing of the **vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
4. Costs incurred in addition to a standard **callout** and recovery further than 10 miles where service cannot be undertaken at the roadside because the **vehicle** is not carrying a serviceable spare wheel, 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, scooters or **vehicles** which are not able to carry spare wheels or where the aerosol repair kit cannot repair the puncture.
5. **Specialist equipment**, additional manpower and/or recovery **vehicles**, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
6. **Breakdowns** caused by overloading or where the **vehicle** is overloaded or carrying more **passengers** than it is designed to carry.
7. 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**.
8. The recovery of the **vehicle** and **passengers** beyond the nearest **suitable garage** if repairs can be carried out within the timescales described within this policy, irrespective as to whether **you** have adequate funds for the repair or wish to claim under a warranty.
9. Any **vehicle** which is not listed on **your policy schedule** as being eligible for **breakdown** cover with **us** unless **personal cover** has been purchased.
10. 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.
11. **Vehicles** with refrigerated loads, livestock, or hazardous chemicals, buses, coaches, minibuses, limousines or vehicles with more than ten seats, motorhomes, horseboxes, or agricultural machinery.
12. Assistance if the **vehicle** is dangerous to transport or cannot lawfully be driven on the public highway, for example where the **vehicle** isn't roadworthy, insured, taxed (unless exempt) or doesn't hold a valid MOT (unless exempt).
13. The cost of any parts, components or materials used to repair the **vehicle**. If the **vehicle** can be repaired at the roadside, **you** can either pay for any parts supplied and fitted or pay for the **vehicle** to be recovered.
14. Repair and labour costs other than up to 60 minutes roadside labour at the scene of the **breakdown**.
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.
16. The cost of draining or removing the incorrect type of or any contaminated fuel.
17. Storage charges unless incurred whilst **we** organise repatriation from the **territorial limits (Europe)**.
18. Any **breakdown** occurring or reported outside the **period of insurance**.
19. Any **breakdown** occurring or reported within 24 hours of the time the policy was purchased, amended or upgraded. The 24 hour inception delay does not apply when renewing a policy.
20. Any **breakdown** that occurred before the **vehicle** was placed on cover, or before the policy was upgraded.
21. More than six **callouts** per insured **vehicle** in any one **period of insurance**. Should **you** change **your vehicle** mid-term, the number of **callouts** provided to the previous **vehicle(s)** will be carried forward.
22. Costs of more than £2,500 per **claim** for **vehicles** under 3,500kgs
23. Costs of more than £5,000 per **claim** for **vehicles** above 3,500kgs
24. **Claims** totalling more than £15,000 in any one **period of insurance**.
25. Any costs (including Police/Statutory Removal Fees) which were not expressly agreed by **us** prior to being incurred. **We** reserve the right not to authorise costs where **we** can make arrangements more cost effectively.
26. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
27. Any damage or loss to the **vehicle** or its contents (including any personal possessions, loads, tools and equipment). **We** cannot guarantee response/recovery times and it is **your** responsibility to manage the **vehicle's** contents at all times. **You** should notify **us** if **you** need more time to remove any contents prior to the **vehicle** being recovered.
28. Nothing in this policy limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
29. Any cost that would have been incurred if no **claim** had arisen.
30. Any false, fraudulent or exaggerated **claims**. **We** reserve the right to repudiate the total **claim** where any aspect has been found to be exaggerated.
31. The cost of fuel, oil or other consumable when hiring a **vehicle**.
32. Overnight accommodation or Alternative Travel charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
33. Transport costs to collect the **vehicle** once it has been inspected or repaired (unless expressly covered under applicable Alternative Travel benefit) or recovery of the **vehicle** once it has been inspected or repaired.
34. **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 any loss of earnings, missed appointments, loss in value of goods carried, or loss of income.
35. Any cost incurred as a result of **your** failure to remain contactable or comply with reasonable requests by **us** or the **recovery operator** concerning the assistance being provided.
36. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
37. Fines and penalties imposed by courts.
38. 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.
39. 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.
 - b) The 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, riot, rebellion, revolution, military or usurped power.
 - d) The result of interplanetary coronal mass ejection.
 - e) Large scale computer malfunction or malicious cyber activity.
40. Any **breakdown** of a **vehicle** bearing trade plates or where **we** have reason to believe the **vehicle** has just been imported, purchased at auction or where **we** believe the **vehicle** is being transported in connection with the motor trade e.g. to or from an auction house.

Additional exclusions applying to the European Assistance

1. The cost of recovery from a European motorway exceeding £150.
2. Repatriation of the **vehicle** or **passengers** to the UK within 48 hours of the original **breakdown**, regardless of pre-arranged appointments **you** have.
3. Import duties unrelated to the **vehicle** for example, for items carried in the **vehicle**.
4. All costs relating to a **claim** where a customs officer or any other official finds illegal contents in the **vehicle**.
5. Any **claim** where the duration of a single **trip** is planned to or subsequently exceeds 90 days.

General Conditions

The following conditions apply to all policies.

1. **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.
2. 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 pre-authorisation 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 **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**.
6. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
7. **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 **vehicle(s)** must be registered to and ordinarily kept at an address within Great Britain and Northern Ireland.
9. **Vehicles** must be located within Great Britain and Northern Ireland when cover is purchased and commences.
10. 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 **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 **vehicle**. If **you** would prefer the **vehicle** 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 **vehicle** in its current condition. If the **vehicle** is beyond economical repair, **you** will have one week to advise **us** of how **you** wish to transport or dispose of the **vehicle**. If **you** do not contact **us** within one week **you** consent to **us** to dispose of the **vehicle**. **We** reserve the right to deduct any outstanding costs owed by **you**, in relation to the storage or disposal of the **vehicle**, from the payment made by **us** to **you** for the market value of the **vehicle**.
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 the organisation **you** purchased this policy from 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 **vehicle** 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 **vehicle** in a roadworthy condition including not having the **vehicle** 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.

Full Privacy Policies

Please contact the Distributor or refer to their website for a copy of their full 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 process your personal data in accordance with their Privacy Notice. You can find ARAG's 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 38.

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 adjusters 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 decision-making, 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.