

## Welcome

Thank **you** for buying **your** Motor **Breakdown** insurance from Alan Boswell Insurance Brokers which is provided by Call Assist. Call Assist is the largest truly independent Motor **breakdown** provider in the UK, **you** can therefore be assured **you** are in safe hands should **your vehicle** suffer a **breakdown**. **We** provide a 24 hour, 365 day a year service through **our** network of **recovery operators** throughout the UK and Europe.

## 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 in connection with **your policy schedule** to ensure that **you** have chosen a level of cover that meets **your** specific needs.

The General Notes and Definitions will help with the understanding of this document.

## 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 DAS Legal Expenses Insurance Company Limited. Registered in England and Wales. Registered Company Number: 103274. Registered office address: DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority. DAS Legal Expenses Insurance Company Limited, Firm Reference Number 202106 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Definitions

Certain words in this policy have a special meaning and these words are defined below. To help make this policy easy to understand, wherever they appear in the policy **we** have highlighted them in bold.

### 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 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 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 **we** appoint to attend the **breakdown**.

### Rescue Co-ordinator

The telephone operator employed by **us**.

### Specialist Equipment

Non-standard apparatus or recovery vehicles which in the opinion of the **recovery operator** are required to safely 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 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)** specified 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 of the **vehicle** as applicable.

## What to do if You Breakdown

If **your vehicle** breaks down please call **our** 24 hour Control Centre on:

**01603 216368**

If **you** are unable to make a connection, please contact **us** on **01206 714707**

Please have the following information ready to provide to **our rescue co-ordinator**:

- **Your** return telephone number
- **Your** policy number and **vehicle** registration
- The precise location of **your vehicle** (or as accurate as **you** are able in the circumstances)

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, policy number, **vehicle** registration and policy postcode to 07537 404890.

Once **we** have taken **your** details and made all the arrangements **we** will contact **you** to advise which **recovery operator** will be attending and 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 **your 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.

## 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** and during the **period of insurance**, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

### Nationwide Recovery

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside **we** will assist in the following way:

**Either:**

- Arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair.

**Or:**

- If the above is not possible at the time or the repair cannot be made within the same working day, **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the **home address**, or if **you** would prefer, **your** preferred destination within the **territorial limits (UK)**.

Recovery of **your vehicle** and **passengers** 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.

### Home Assist

**We** will arrange and pay for a **recovery operator** to attend a **breakdown** at or within a one-mile radius/straight line of **your home address** and where 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 scene of the **breakdown**, **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair.

Recovery of **your vehicle** and **passengers** 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 Travel UK\*

**We** will pay up to £250 towards the cost of alternative transport or a hire vehicle up to 1600cc to allow **you** to complete **your** original journey. **We** will also pay up to £150 towards the cost of alternative transport for one person to return and collect the repaired **vehicle**.

### Emergency Overnight Accommodation UK\*

**We** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the **passengers** whilst **your vehicle** is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.

Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a **breakdown** in the **territorial limits (UK)**:

- 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 may 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**. **We** will only reimburse claims when **we** are in receipt of valid proof of payment.

### Caravans and Trailers

In the event of a **breakdown** to **your vehicle** 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), **your** caravan/trailer will be recovered with **your vehicle** at no extra cost.

In the event of a **breakdown** to **your** caravan/trailer **we** will send help to attempt a repair at the roadside, which could be a temporary or permanent repair, if this is not possible at the roadside, **you** will have to pay for any additional recovery of your caravan/trailer.

\***We** will not provide any other cover other than explained above under this breakdown policy if a **caravan/ trailer** incurs a **breakdown**

### Keys

If **you** lose, break, or lock **your vehicle** keys within **your vehicle**, **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**, will be at **your** expense.

### Driver Illness/Injury

If **you** are unable to continue **your** journey within the **territorial limits (UK)** or **territorial limits (Europe)** due to illness or injury to the only qualified driver, provided none of **your passengers** are able to drive, **we** will provide an alternative driver to return the **vehicle** to **your** nominated destination within the **territorial limits (UK)**. A medical certificate will be required for **us** to validate **your** claim and **we** will only accept claims which occur and are made within the **period of insurance**.

### 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 seven days prior to a pre-booked **trip** to the **territorial limits (Europe)**, then providing **your vehicle** cannot be repaired by **your** intended departure date and **we** are immediately notified of the **breakdown**, **we** will reimburse up to £500 towards one of the following:

- The rental of a hire vehicle which **we** deem is appropriate for **your** requirements for the purpose of carrying out **your** original **trip** within the **territorial limits (Europe)**
- The cost of rebooking **your** original sea or motorail crossing to the nearest available date once **your vehicle** has been repaired

Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. 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 and/or
- 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 **your vehicle**

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.

### General Notes Relating to European Cover

**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** driving licence and V5C registration document with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** driving licence or V5C registration document. **you** will be held liable for any costs incurred if copies of **your** driving licence or V5C registration document are not immediately available.

Due to differing national standards and infrastructures abroad, assistance may take longer in arriving. **We** will require detailed information from **you** regarding the location of **your vehicle**. **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. When **we** have all the required information **we** will liaise with **our** European network and **you** must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, **we** will not be held liable for any delay this causes.

In the event of a **breakdown** on a motorway or major public road within the **territorial limits (Europe)**, access 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 **your 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 reimbursement of the costs, but **we** will only reimburse claims when **we** are in receipt of valid proof of payment. Payment will be made in accordance with the exchange rate on the date of the claim.

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

**0044 1206 714707**

### Roadside Assistance Abroad

In the event of a **breakdown** within the **territorial limits (Europe)** which occurs during the **period of insurance**, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where 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 arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** able to undertake the repair.

### Recovery and Repatriation Service

If the **vehicle** cannot be repaired within 48 hours or by **your** intended return, whichever is due to occur last, **we** will arrange and pay for **your vehicle** and the **passengers** to be transported either to **your home address**, or if **you** would prefer, **your** original destination within the **territorial limits (Europe)**.

### Alternative Transport Abroad\*

In the event of a **breakdown** within the **territorial limits (Europe)**, **we** will pay up to £500 towards the reasonable cost of alternative transport or a hire vehicle up to 1,600cc to allow **you** to continue **your trip** in the **territorial limits (Europe)** whilst **your vehicle** remains unroadworthy. **We** will also pay up to £200 towards the reasonable cost of alternative transport for two people to return and collect the repaired **vehicle**.

### Emergency Overnight Accommodation Abroad\*

In the event of a **breakdown** within the **territorial limits (Europe)** where **your 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 overnight accommodation including breakfast for **you** and **your passengers**. The maximum Emergency Overnight Accommodation Abroad payment per incident is £1000.

\*These services may 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**. **We** will only reimburse claims when **we** are in receipt of valid proof of payment.

### 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 spare parts and **we** will only organise shipping once **you** have confirmed the spare parts have been paid for. Although **we** will endeavour to source the required spare parts for **you**, **we** can make no guarantee the parts will be immediately available to **us**.

## General Notes

### 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.

### Call Recording

To help **us** provide a quality service, **your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **breakdown** service **we** provide.

### 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 unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

### Language

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

### 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)**.

### 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. In the event **you** require assistance with understanding such documents please contact **us** on 01206 714707

### 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.

## Exclusions

applying to all sections unless otherwise stated

This insurance does not cover the following: -

1. Any caravan/trailer where the total length 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 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** 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 or scooters.
  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 of the **vehicle** 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** if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If **vehicle** and **passenger** recovery is required **we** will only recover to one address in respect of any one **breakdown**.
  9. Any **vehicle** which is not listed on **your policy schedule** as being eligible for **breakdown** cover with **us**.
  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. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
  12. The cost of any parts, components or materials used to repair the **vehicle**.
  13. Repair and labour costs other than an hour's roadside labour at the scene.
  14. 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 assistance.
  15. The cost of draining or removing the incorrect type of or any contaminated fuel.
  16. Storage charges unless incurred whilst **we** organise repatriation from the **territorial limits (Europe)**.
  17. Any claim within 24 hours of the time the policy is purchased.
  18. Any **breakdown** that occurred before the policy commenced, the **vehicle** was placed on cover, or before the policy was upgraded.
  19. Costs of more than £2,500 per claim.
  20. Claims totalling more than £15,000 in any one **period of insurance**
  21. Any costs or expenses not authorised by **our rescue co-ordinators** prior to being incurred.
  22. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
  23. Any charges where **you** or the Emergency Services arrange assistance or repairs by other means unless **we** have agreed to reimburse **you**.
  24. Any damage or loss to **your vehicle** or its contents caused by the **recovery operator**. It is **your** responsibility to ensure personal possessions are removed prior to **your vehicle** being transported.
  25. 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.
  26. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
  27. Any cost that would have been incurred if no claim had arisen.
  28. Any false or fraudulent claims.
  29. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.
  30. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
  31. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired.
  32. **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 time that has to be taken off work because of a **breakdown**.
  33. Any cost incurred as a result of **your** failure to comply with requests by **us** or the **recovery operator** concerning the assistance being provided.
  34. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
  35. Fines and penalties imposed by courts.
  36. Any cost recoverable under any other insurance policy that **you** may have.
  37. 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) 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.
  38. Any cover which is not specifically detailed within this policy.
- ## Additional exclusions applying to the European Assistance
1. Service where repatriation costs exceed the market value of the **vehicle**.
  2. The cost of privately arranged towing from a European motorway exceeding £150.00.
  3. 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.
  4. Repatriation if the **vehicle** can be repaired but **you** do not have adequate funds for the repair.
  5. Any claim where the duration of a single **trip** is planned to or subsequently exceeds 90 days
- ## General Conditions
- applying to all sections
1. **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.
  2. 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.
  3. The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
  4. 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**.
  5. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
  6. **We** have the right to refuse to provide the service if **you** or **your passengers** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue co-ordinators** or the **recovery operator**.
  7. The **vehicle** must be registered to and ordinarily kept at an address within the **territorial limits (UK)** and **you** must be a permanent resident within the **territorial limits (UK)**.
  8. **Vehicles** must be located within the **territorial limits (UK)** when cover is purchased and commences.

9. When **you** contact **us** for assistance **we** may ask if **your vehicle** is fitted with alloy wheels. **We** must be advised the correct information at this time. If **we** are not made aware and **we** are unable to provide service promptly or efficiently through the **recovery operator** who will be assisting **you**, **you** will be charged for any additional costs incurred.
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 **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. 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**.
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. If **you** do not have sufficient funds to pay for the parts, all further cover for the claim for this policy will cease.
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. 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.
15. **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**.
16. The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. **We** will endeavour to help arrange alternative transport but **you** will need to pay for this service immediately by credit or debit card.
17. 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. If **you** are unable to make a connection on any of the numbers provided, please call 01603 327180.
18. The policy is not transferable.

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](mailto:enquiries@call-assist.co.uk)
- Facsimile: 01206 364268

## Cancellation Rights

This policy has a cooling off period of 14 days from the time **you** receive this information or from the purchase date, whichever is the later. 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. Providing no claim has been made, a pro rata refund of premium for the remaining days left of the policy will be made. If a claim has been made on the policy no refund is applicable.

A refund of premium is not available for policies where the **period of** insurance is less than one month.

**We** have the right to cancel this policy at any time by sending 7 days notice to **your 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**
- If **you** are threatening or abusive to **our** staff or the people **we** instruct to assist with **your breakdown**, including the **recovery operators**

In such situations, providing no claim has been made, **we** will refund the unexpired portion of **your** premium.

Please call the organisation **you** purchased this policy from to discuss.

## 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.

## Complaints Procedure

Any complaint **you** have regarding **your** policy should be addressed to the policy administrator:

Customer Services, Call Assist Limited, 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 speedily.

**We** promise to:

- acknowledge **your** complaint within three working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **your** complaint within eight weeks. 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** can ask The Financial Ombudsman Service to review **your** case provided the policy is not of commercial nature. 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 6 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 9 123 (free from some mobile phones) or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). For further information, **you** can also visit the website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Following the complaints procedure does not affect **your** rights to take legal proceedings.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **you** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

# Privacy Policy

We (defined in the Policy Wording as Call Assist Ltd) collect and maintain personal information in order to provide the service detailed within this Policy Wording.

This Policy is underwritten by DAS Legal Expenses Insurance Limited who are part of DAS UK Holdings Limited (DAS UK Group) and who acts as independent Data Controller in its own right. Its purpose for collecting, using, sharing, transferring and storing your information differs from our purposes. For their Privacy Policy please follow this link <https://www.das.co.uk/legal/privacy-statement>.

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 1998, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other Applicable Laws, in addition to any successor or replacement legislation relating to the processing of personal data.

## Full Privacy Policy

The details provided here are only a summary of how we are processing your personal details. For our full Privacy Policy please follow this link - <https://www.call-assist.co.uk/privacy-policy>.

Enquiries in relation to data held by us 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](mailto:DPO@call-assist.co.uk).

## Sharing your information

We will only share your information in the following circumstances:

- it has been authorised by you;
- it is with regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), Financial Services Authority ("FSA"), and the Financial Services Commission ("FSC");
- 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 data to provide the specific services described in this Policy.

## 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;
- withdraw any permission you have previously given to us to process your personal data except where this is critical to us fulfilling our contractual and legal obligations;
- complain to the Information Commissioner's Office if you are not satisfied with our use of your data;
- ask for your personal data to be deleted from our system/database. Please note that there are times when we will not be able to delete your data. This may be as a result of us fulfilling our legal and regulatory obligations, or where there is a minimum statutory period of time for which we have to keep your information. 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; email [DPO@call-assist.co.uk](mailto: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.

We receive your information from Alan Boswell Insurance Brokers as part of our business contract with them and from a number of different sources for example: publicly available sources such as social media and networking sites; 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 information

The main reason we process your personal data is to manage your policy which may include handling a claim or issuing documentation to you.

We will also use your data where we feel there is a justifiable reason for doing so for example: to collect information regarding your past policies; carry out research and analysis (including profiling); and record and monitor calls.

## Keeping your information

Your data is considered to be an important asset to us, and as such, we make every effort 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 information

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

Your data may be transferred to, stored or 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 where we have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.