



UK & European Motor Breakdown Cover

Policy Document



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Europ Assistance Holdings Limited will provide the services and benefits described in this Policy:

- during the **Period of Insurance**
- for the **Insured Vehicle**
- within the **Geographical limits**
- following payment of the premium
- on the basis of the details **You** have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which **We** recommend **You** read carefully, to ensure this policy meets **Your** individual requirements.

Benefits under this Policy are underwritten by Europ Assistance Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.

This insurance is effected in England and is subject to the Laws of England and Wales.

To ensure **We** are consistent in providing **Our** customers with quality service, **We** may record **Your** telephone call.

Europ Assistance Holdings Limited and Europ Assistance Insurance Limited are both authorised and regulated by the Financial Services Authority.

IMPORTANT VEHICLE HEALTH CHECK

The insurance operates on the basis that **You** will have had **Your** vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing it for a **Trip** abroad.

Will a routine service fall due before the end of **Your** intended **Trip**? Or, are there any parts on **Your** Vehicle that **You** are aware may need replacing before the end of **Your** **Trip**?

If so, **You** should have **Your** vehicle serviced at least 10 days before **Your** **Trip** to allow sufficient time to carry out any repairs necessary. Don't forget that repairs abroad will disrupt **Your** **Trip**, may not be practicable within **Your** travel timescale, and could cost **You** significantly more than in the **UK**.

The benefit under Part B – **Cover Prior to Departure** [Section 5] – will NOT apply if **You** leave any such work until the final 10 days.

Keep proof of regular servicing in Your vehicle, with Your handbook or travel documents.

If **You** call us for assistance, and **Our** mechanic reports to **Us** that it is evident **You** have not maintained **Your** vehicle in a state fit to complete **Your** intended **Trip**, **You** will have to pay all the costs arising from **Our** intervention.

MEANING OF WORDS

Wherever the following words and phrases appear in this Policy in **Bold text** they will always have these meanings:

ELIGIBLE VEHICLES:

Vehicles owned by or the responsibility of the **Policyholder** or his / her immediate family:-

- being cars; motorised caravans; motorcycles; light vans; estate cars; 4x4 sport utility vehicles; towed caravans or trailers of proprietary make;
- not used by **You** for **Hire or Reward**;
- or for **Self Drive Hire**;
- or for motor racing (whether against the clock or other competitors), rallies, speed or duration tests and **Track days**, or practicing for any such events;
- registered in the **UK Area**;
- in good roadworthy condition; maintained and operated in accordance with the manufacturer's recommendations and holds a current valid MOT certificate if applicable;
- each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3500 kg, length 7m, height 3m, width 2.25m;
- carrying not more than the number of persons recommended by the manufacturer and for whom seats are available, with a maximum of 8 persons, including the driver.

GEOGRAPHICAL LIMITS:

Part A - UK area comprising Great Britain, Northern Ireland and the Isle of Man. For Channel Islands residents, the Channel Islands are included in the **UK Area** for cover under Part A.

Part B - European Area comprising the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands (not covered as a destination for Channel Islands residents), Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

HIRE OR REWARD:

Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

INSURED INCIDENT:

Mechanical or electrical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery, or accidental damage to tyres, occurring during the **Period of Insurance** within the **Geographical Limits**.

In the case of key breakage, keys locked within **Your Insured Vehicle**, lack of fuel, the use of incorrect fuel, flat tyre, or puncture, **We** would pay for the roadside assistance and local

recovery if appropriate. However, **You** will be responsible for paying any incremental costs such as lock replacement, new keys, drainage of tank, disposal of wrong fuel, any replacement fuel, and any replacement or repair of tyres.

INSURED PERSON OR YOU/YOUR:

The **Policyholder** whilst an occupant of the **Insured Vehicle**, and/or any other authorised occupant of the **Insured Vehicle** (other than a hitch hiker).

INSURED VEHICLE:

The **Eligible Vehicle**, details of which have been supplied to **Us**, normally kept at the **Policyholder's** address shown on the confirmation letter.

PERIOD OF INSURANCE:

The 12 month period starting from the commencement date shown on the confirmation letter, which shall be **at least 24 hours** following the date the **Policyholder** applies for cover. Cover under Section 5 begins up to seven days before **You** start **Your Trip**. Legal advice continues to apply for up to a week after **You** return home. Cover for all other sections applies for the length of each **Trip**.

Please note: During the annual **Period of Insurance** **You** will be covered for **Trips** **You** undertake in the **European Area**, on condition that the total period **You** spend travelling on such **Trips** does not exceed **a total of 60 days** (irrespective of the number of individual **Trips** **You** undertake).

POLICYHOLDER:

The applicant who has applied for cover, and whose details have been supplied to **Us**.

REPLACEMENT PARTS:

Those mechanical or electrical components that are essential to return the **Insured Vehicle** to a roadworthy condition.

SELF DRIVE HIRE:

Any **Insured Vehicle** that is being hired or rented to or by someone other than the **Policyholder**.

TRACK DAY:

When **your** car is being driven for any reason on a racing track, on an airfield or at an off-road event. Examples of racing tracks that are included in this definition are the Nurburgring in Germany and Cadwell Park in the **UK**.

TRIP:

A journey abroad in the **Insured Vehicle** to the countries of the **European Area**, commencing and ending in the **UK Area**, not exceeding **31 consecutive days**.

Please note: Cover under Part B applies door-to-door, so all the appropriate benefits apply within the **UK Area** during **Your** direct journeys between home and the port or international rail terminal. **You** will be asked to demonstrate that **You** are planning or undertaking a journey abroad, for example by quoting a Channel crossing or accommodation booking reference.

If, however, **Your Trip** is planned to exceed **31 consecutive days** in length, then no cover will apply under this Policy in respect of those days in excess of this, and **You** will need to make **Your** own arrangements for assistance.

WE, OUR OR US:

Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

PART A - ANNUAL COVER

FOR MOTORING WITHIN THE UK AREA

Cover applies as described in Sections 1 to 4.

Please note: if **You** are undertaking a **Trip** to the **European Area**, different benefits apply during **Your** direct journeys between home and **Your** port or international rail terminal - see Part B for details.

Please also see Part C - Terms applying to all Sections.

REQUESTING ASSISTANCE IN THE UK

IN THE EVENT OF AN **INSURED INCIDENT** IN THE **UK Area**, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY.

HAVING DONE THIS TELEPHONE EUROP ASSISTANCE STATING **Your** NAME AND POLICY DETAILS.

On motorways use the nearest Emergency telephone and provide the Police with **Our** Vehicle Assistance emergency number and **Your** Policy details. The Police may arrange for **Your** recovery from the motorway. In this case contact **Us** when **You** reach an ordinary phone or use a mobile. If the local Police call for a recovery vehicle to tow **You** from the motorway, and **You** are asked to pay on the spot for this service, **You** should send **Us** the original receipt.

Remember, to comply with the policy terms and conditions **You** must contact **Us** before incurring any expenses in order to obtain **Our** prior authorisation.

**TELEPHONE EUROP ASSISTANCE
CALL: 0800 988 3393**

SECTION 1

DOORSTEP & ROADSIDE ASSISTANCE

If the **Insured Vehicle** is immobilised or rendered unroadworthy as the result of an **Insured Incident**, **We** will arrange and pay for:

1.1 callout and up to one hour's labour for assistance at **Your** home or at the roadside;

AND, if necessary

1.2 the transportation of the **Insured Person(s)** and the **Insured Vehicle** to the nearest suitable repairer.

The choice of suitable repairer shall be at **Our** discretion. **You** will be responsible for paying any costs which are not covered, directly to the repairer, the toll authority or the sea transit Carrier as appropriate.

What is not covered:

- roadside labour charges in excess of one hour.
- any labour charges incurred at the repairer's premises.
- the cost of **Replacement Parts** or other materials used in the repair.
- toll and sea transit charges for the **Insured Vehicle**.
- any winching costs or the use of specialist off-highway-recovery equipment.

SECTION 2

MESSAGE RELAY

If **We** have been contacted in connection with an **Insured Incident**, **We** will relay up to two telephone messages to **Your** family members, friends or business associates to advise of unforeseen travel delays.

SECTION 3

VEHICLE RECOVERY / ONWARD TRANSPORTATION

In the event of loss of use of the **Insured Vehicle** caused by an **Insured Incident**, and it is apparent repairs cannot be effected by the end of the working day in which the **Insured Incident** occurred, then provided **Our** services were requested at the time of the **Insured Incident**:

EITHER

3.1 **We** will arrange and pay for the transportation of the **Insured Person(s)**, and if appropriate, the **Insured Vehicle**:

- i) to the **Policyholder's** home address. OR
- ii) to the original destination within the **UK Area**.
OR
- iii) to a repairer either in the vicinity of the above locations or to a repairer of **Your** choice.

The means of transport shall be at **Our** discretion.

OR

3.2 In the event of theft, when the **Insured Vehicle** is not recovered by the end of the working day in which the **Insured Incident** occurred, **We** will arrange and pay for transport of the **Insured Person(s)**, by one direct journey, to the **Policyholder's** home address or original destination within the **UK Area**.

OR

3.3 If the **Insured Vehicle** is not transported within the terms of Section 3.1, and repairs are effected locally, if necessary **We** will arrange and pay up to £150 in total for the following benefits:

- i) A replacement self-drive rental vehicle, where available, for up to 24 hours to either continue the journey or return home within the **UK Area**. **We** will pay for rental charge of up to a Group C vehicle only, collision damage waiver and any necessary drop-off charge, but **You** remain responsible for the cost of any fuel used. Please note: **You** will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.

You must be able to satisfy the requirements of the hire car providers, as to an acceptable driving licence and minimum driver age. They will also require sight of **Your** credit/charge card before releasing the vehicle to **You**.

We will also pay for the cost of one single standard class rail ticket to enable the **Insured Vehicle** to be collected following repair.

If **We** are unable to arrange a suitable replacement vehicle as **Your** party is too large, or where it is not

available under the suppliers hire terms, **You** will be required to select one of the other two benefits under this section.

OR

- ii) The cost for the **Insured Person(s)** to either continue the journey or return home within the **UK Area** by public transport. The means of such public transport shall be at **Our** discretion. **We** will also pay for the cost of one single standard class rail ticket to enable the **Insured Vehicle** to be collected following repair.

OR

- iii) At **Our** discretion, the cost of providing necessary bed and breakfast overnight accommodation for the **Insured Person(s)** in a local hotel whilst awaiting repairs, when the **Insured Incident** has occurred at a late hour more than 25 miles from the **Policyholder's** home address shown on the confirmation letter.

What is not covered:

- a) any costs which would have been incurred in the course of a journey, if the incident giving rise to a claim had not occurred.
- b) toll and sea transit charges for the **Insured Vehicle**.
- c) long-distance transport of the **Insured Vehicle** to the premises where the **Insured Vehicle** was purchased or previously repaired, solely to claim under a Warranty scheme, when a suitable alternative repairer is nearer to hand.
- d) fines, parking charges and any congestion charges arising from use of a replacement vehicle.

Important Information:

To be eligible for a hire car, drivers will need to comply with the limitations and restrictions imposed by the hire company. Drivers will be required to produce a full **UK/ Irish Driving Licence** with either no or only a limited number and type of endorsements on it. The licence must have been held for at least one year (two years if travelling in Spain or Croatia) and minimum age limits may apply. When collecting **Your** car **You** will need a valid credit card, which must be in the name of the driver. An alternative similar car may be substituted subject to demand. Car hire suppliers may not be open for collection or drop-off on Sundays in some destinations.

The provision of an alternative vehicle fitted with a Tow Bar is subject to availability and therefore cannot be guaranteed. In these circumstances, **We** will make every effort to ensure **Your** continued mobility within the financial limits of the Policy.

SECTION 4

MEDICAL TRANSFER & GENERAL ASSISTANCE

You may telephone **Our** 24-hour emergency centre in connection with the following:

- 4.1 Emergency medical transfer of the **Insured Person** hospitalised away from home, in the course of a journey within the **UK Area** in the **Insured Vehicle**.

We will organise medical transfer as appropriate, but **You** will be responsible for paying any costs and

expenses incurred in such transfer.

- 4.2 Any motoring-related problem which is **not an Insured Incident** covered under Section 1 and/or Section 3. **We** will organise callout of a repairer to render assistance, but the **Policyholder** will be responsible for paying, directly to the repairer:
- all callout and labour costs, which will be based on **Our** nationally negotiated scale of charges;
 - the cost of **Replacement Parts** or other materials used in the repair.

PART B - EUROPEAN MOTORING ASSISTANCE

Cover applies as described in Sections 5 to 12, including Your direct journeys between home and Your port or international rail terminal. Please remember that You will be asked to demonstrate that You are planning or undertaking a journey abroad, for example by quoting a Channel crossing or accommodation booking reference. If, however, Your Trip is planned to exceed 31 consecutive days in length, then no cover at all will apply under this Policy in respect of that Trip and You will need to make alternative insurance arrangements. Please also see Part C - Terms applying to all Sections.

SECTION 5

COVER PRIOR TO DEPARTURE

If the **Insured Vehicle** is lost, immobilised or rendered unroadworthy as a result of breakdown, accident, fire or theft occurring during the seven days immediately preceding **Your** arranged date of departure for a **Trip**, and it cannot be repaired or is not recovered prior to the arranged date of departure, **We** will pay up to £750 in total under this Policy to enable **You** to continue **Your** originally planned **Trip**. **We** will pay for the following:

- * The hire of a suitable replacement vehicle, where available, for the purpose of carrying out the original **Trip** (including rental charge, collision damage waiver and any necessary drop-off charge. Please note: **You** will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider).

OR

- * The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing).

Any claim involving the hire of a replacement vehicle must have **Our** prior approval. **You** must contact **Us** as soon as **You** know **Your** vehicle may be unavailable for the planned **Trip**.

Your claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of **Your** vehicle;
- precise details of the breakdown or damage;
- breakdown, when occurring, was sudden and unforeseen;
- repairs cannot be effected before the date planned for **You** to begin **Your Trip**.

- in the event of a theft, **You** will be required to report the incident to the Police and obtain a crime reference number to be eligible for this benefit.

What is not covered:

- any claim resulting from breakdown, accident, fire or theft if **You** have purchased this cover less than TEN days before the planned date of departure of **Your Trip**.
- any claim when actual or imminent breakdown of **Your** vehicle is discovered or diagnosed in the course of a service carried out less than TEN days prior to **Your** planned date of departure.
- loss of use of a vehicle hired to **You**.
- the cost of fuel and oil used in any replacement vehicle.
- the cost of any Personal Accident Insurance or other benefit not specifically covered under this policy.
- fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- Trips** solely within the **UK Area**.

Important Information:

To be eligible for a hire car, drivers will need to comply with the limitations and restrictions imposed by the hire company. Drivers will be required to produce a full **UK/ Irish** Driving Licence with either no or only a limited number and type of endorsements on it. The licence must have been held for at least one year (two years if travelling in Spain or Croatia) and minimum age limits may apply. When collecting **Your car** **You** will need a valid credit card, which must be in the name of the driver. An alternative similar car may be substituted subject to demand. Car hire suppliers may not be open for collection or drop-off on Sundays in some destinations.

The provision of an alternative vehicle fitted with a Tow Bar is subject to availability and therefore cannot be guaranteed. In these circumstances, **We** will make every effort to ensure **Your** continued mobility within the financial limits of the Policy.

SECTION 6

ROADSIDE ASSISTANCE

If the **Insured Vehicle** is immobilised or rendered unroadworthy during the **Trip** as a result of fire, theft, accidental damage or breakdown, **We** will arrange and pay up to a maximum under this Policy of £250 for roadside assistance and, if necessary, the transportation of the **Insured Person(s)** and the **Insured Vehicle** to the nearest suitable repairer.

A garage or specialist undertaking repair work (other than at the roadside) will be acting as **Your** agent for such repair work.

What is not covered:

- labour charges in excess of £50.
- charges for any labour not incurred at the roadside.
- the cost of **Replacement Parts** or other materials.
- Trips** solely within the **UK Area**.
- any winching costs or the use of specialist off-highway-recovery equipment.

SECTION 7

REPLACEMENT PARTS

If the **Insured Vehicle** needs **Replacement Parts** during a **Trip** outside the **UK Area** and these are not available locally, then on receipt of **Your** instructions **We** will undertake to obtain them elsewhere, and will pay all freight charges involved in despatching them to the location of the **Insured Vehicle**. The maximum **We** will pay under this section will be £600. Please be aware there may be some delay in despatching **Replacement Parts**.

We will endeavour to provide the **Replacement Parts** required but **We** can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate.

We will pay the cost of location and transport of the **Replacement Parts**. The actual cost of the parts and any Customs Duty must be paid to **Us** by **You** by a debit to **Your** credit or charge card or by a prior deposit of funds in the **UK Area**.

When **You** are invoiced for a surcharge subject to the return of the old unit or part, **You** must return the defective part at **Your** own expense to the supplier.

If **You** instruct **Us** to obtain **Replacement Parts** and these are not subsequently required, or **You** do not await their arrival, or **You** have instructed **Us** to order incorrect **Replacement Parts**, **You** will be responsible for the net cost of such parts, including all forwarding charges arising from their return and also any further delivery charges for the correct part.

If **You** request a repairing garage or dealer to specify **Replacement Parts** then the instructions from the garage or dealer will be treated as coming from **You**.

What is not covered:

- The actual costs of any parts.
- Forwarding charges in excess of the market value of the vehicle.
- Forwarding charges for non-essential **Replacement Parts**.
- Any costs that exceed £600.

SECTION 8

BREAK-IN

In the event of a theft (or attempted theft) of the **Insured Vehicle** or the contents contained in the **Insured Vehicle** during the **Trip**, **We** will pay up to £175 in total under this Policy, for immediate emergency repairs and/or **Replacement Parts**, which are necessary to place the **Insured Vehicle** in a secure condition to continue the **Trip**.

You must obtain a Police Report within 24 hours of the incident giving rise to a claim.

What is not covered:

- damage to paintwork or other cosmetic items.
- costs incurred following **Your** return home.
- Trips** solely within the **UK Area**.

SECTION 9

VEHICLE OUT OF USE

If the **Insured Vehicle** is lost, immobilised or rendered unroadworthy during a **Trip** as a result of fire, theft, accidental damage or breakdown, and repairs cannot be effected within 24 hours **We** will pay up to a maximum of £1,800 in total under this Policy for:

- the additional cost of transporting **You**, with **Your** luggage, to **Your** destination by public transport

OR

- for the immediate hire of a replacement vehicle, where and when obtainable whilst the **Insured Vehicle** remains unserviceable. **We** will pay for the rental charge of up to a Group C vehicle only, collision damage waiver and any necessary drop off charge, up to a maximum of £100 per day. **Please note:** **You** will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider. If **We** are unable to arrange a suitable replacement vehicle as **Your** party is too large, or where it is not available under the suppliers hire terms, **You** will be required to select one of the other two benefits under this section.

OR ALTERNATIVELY

- cost of local overnight hotel accommodation while **You** wait for repairs to be completed. **We** will pay Bed & Breakfast only costs up to a maximum of £125 per **Insured Person** within the overall limit for this Section, on condition that this cost is additional to, or in excess of, any accommodation costs **You** had planned to pay if the loss of use of the **Insured Vehicle** had not occurred.

What is not covered:

- the cost of fuel and oil used in any replacement vehicle.
- the cost of any optional Personal Accident insurance or other benefit not specifically covered under this Policy.
- costs incurred outside the period of the **Trip**.
- fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- Trips** solely within the **UK Area**.

Important Information:

To be eligible for a hire car, drivers will need to comply with the limitations and restrictions imposed by the hire company. Drivers will be required to produce a full **UK/ Irish Driving Licence** with either no or only a limited number and type of endorsements on it. The licence must have been held for at least one year (two years if travelling in Spain or Croatia) and minimum age limits may apply. When collecting **Your** car **You** will need a valid credit card, which must be in the name of the driver. An alternative similar car may be substituted subject to demand. Car hire suppliers may not be open for collection or drop-off on Sundays in some destinations.

The provision of an alternative vehicle fitted with a Tow Bar is subject to availability and therefore cannot be guaranteed. In these circumstances, **We** will make every effort to ensure **Your** continued mobility within the financial limits of the Policy.

SECTION 10

ALTERNATIVE DRIVER

In the event of **You** being declared medically unfit to drive the **Insured Vehicle** in the course of a **Trip**, or having to return home early because of what **We** agree is a serious or urgent reason, and there is no other **Insured Person** qualified and competent to drive, **We** will pay all necessary additional costs incurred to return the **Insured Vehicle** to the home address in the **UK Area**.

We may elect to provide a qualified driver to drive back the **Insured Vehicle** and passengers.

What is not covered:

- a) **Trips** solely within the **UK Area**.

SECTION 11

REPATRIATION

If the **Insured Vehicle** is lost, immobilised or rendered unroadworthy during a **Trip** as a result of fire, theft, accidental damage or breakdown, **We** will pay:

- 11.1 The cost of transporting **You**, with **Your** hand luggage and valuables, to **Your** home address in the **UK Area** if the **Insured Vehicle** cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of **Your** return home. The means of transport to be employed shall be at **Our** discretion and subject to availability.
- 11.2 The cost of transporting the **Insured Vehicle** to **Your** home address or repairer in the **UK Area** if repairs cannot be carried out abroad (or the **Insured Vehicle**, if stolen, has been recovered but not in a roadworthy condition), by the intended time of **Your** return home.
- 11.3 **We** will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs.

OR

When agreed in advance by **Us**, **We** will pay the cost of one person to travel to the location of the **Insured Vehicle** by public transport to drive the repaired vehicle to **Your** home address in the **UK Area**.

The maximum **We** will pay under this Policy to repatriate the **Insured Vehicle** will be limited to its current market value in the **UK Area**.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the **UK Area**, and when **You** confirm to **Us** that these repairs will be put in hand.

If **You** are repatriated by **Us**, **We** will pay the cost of transporting **Your** personal possessions, other than hand luggage and valuables, to **Your** home address either together with or separately from the **Insured Vehicle**.

If a replacement vehicle has been provided, once the vehicle has returned to the **Policyholder's** home address within the **UK Area**, it will no longer be covered irrespective of whether the original **Insured Vehicle** is still in the process of repatriation.

What is not covered:

- a) repatriation of vehicle occupants injured in an accident involving the **Insured Vehicle**.
- b) **Trips** solely within the **UK Area**.

SECTION 12

CUSTOMS REGULATIONS

If as the result of fire, theft, accidental damage or breakdown occurring outside the **UK Area** during a **Trip**:

- 12.1 The **Insured Vehicle** is beyond economic repair, **We** may arrange for its disposal under Customs supervision in the country where it is situated. In this case **We** will deal with the necessary Customs formalities.
- 12.2 The **Insured Vehicle** is not taken permanently out of the foreign country within the limited time allowed after import, or **You** inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then **We** will pay **Your** liability for any duty claimed from **You**. **We** will not pay the cost of any other import duties imposed by Customs.

What is not covered:

- a) the cost of any other import duties imposed by Customs.

REQUESTING EMERGENCY ASSISTANCE WHEN ON A TRIP

IN AN EMERGENCY, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS TELEPHONE **US** STATING YOUR NAME AND POLICY DETAILS.

Call **Us** and **We** will contact the nearest suitable garage. On motorways always use the Emergency telephones as these pinpoint **Your** exact location. The Police may arrange for **Your** recovery from the motorway. In this case contact **Us** when **You** reach an ordinary phone or use a mobile. If the local Police call for a recovery vehicle to tow **You** from the motorway, and **You** are asked to pay on the spot for this service, **You** should send **Us** the original receipt.

Please note that car hire companies impose driver minimum age restrictions and will require sight of a credit / debit or charge card before releasing the vehicle to **You**.

Please give **Us** an address or phone number where **We** can contact **You**. Many hotels, garages and hospitals have telex or telefax. This number is invaluable as urgent messages can be left at any time of day or night.

We monitor the progress of each case with care and make all the necessary arrangements.

Remember, to comply with the insurance terms and conditions **You** must contact **Us** before incurring substantial expenses in order to obtain **Our** prior authorisation.

VEHICLE ASSISTANCE

**FIRST DIAL THE UK CODE, THEN:
+44 (0) 1444 442 367**

NOTE: When calling from inside the UK first dial zero

PART C - GENERAL TERMS APPLYING TO ALL SECTIONS

SECTION 13

GENERAL EXCLUSIONS

What is not covered:

- 13.1 Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful D.I.Y. dismantling and/or reassembly; kit cars.
- 13.2 Any recurring claim due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault.
- 13.3 Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicles removal.
- 13.4 Vehicles being used for **Hire or Reward**; or for motor racing, rallies, speed or duration tests and **Track Days** or practising for such events.
- 13.5 The provision of service to vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which **Our** agents have no right of access, or on Motor Traders' premises.
- 13.6 Vehicles not in a roadworthy condition at the time cover is effected.
- 13.7 Any deliberately careless or deliberately negligent act or omission by **You**.
- 13.8 Claims arising from loss of or damage to contents of the **Insured Vehicle**.
- 13.9 Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the **Insured Person** or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents.
- In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 13.10 Loss or destruction or damage, or any loss or expense whatsoever resulting from:
- a) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 13.11 Any expense which at the time of the incurring of such expense is insured by or would but for the existence of this Policy be insured by any other existing policy or policies or under any motoring organisation's service or other service.
- 13.12 Immobilisation of, or damage to, the **Insured Vehicle** or any component, or travel delay or any subsequent loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
- 13.13 The cost of telephone calls when contacting **Us**. Whenever possible **We** will call **You** back as soon as possible.
- 13.14 Any direct or indirect loss of any kind arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on **Our** part can be demonstrated. An example of this would be loss of wages as a result of an **Insured Incident**.
- 13.15 Any tolls, fines, parking charges or congestion charges arising under this Policy.
- 13.16 Any winching costs or specialist off-highway-recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the vehicle has been recovered to a suitable location, normal service will be provided.
- 13.17 The cost of draining or removing contaminated fuel or other fluids. **We** will arrange local recovery, but it will be **Your** responsibility to pay for any work carried out.
- 13.18 Any costs incurred as a result of not carrying a serviceable spare tyre and wheel for **Your** vehicle, caravan or trailer, except for those **Eligible Vehicles** that have not been designed and built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size and/or space saver, alternatives.

- 13.19 Any costs for locksmiths, glass replacement or tyre specialists are **You** responsibility.
- 13.20 Claims arising from circumstances which were known to **You** at the time of applying for this insurance or at any time prior to the commencement of the **Period of Insurance**, or claims arising as a result of a material fact or facts, which have not been disclosed to **Us** prior to the commencement of the **Period of Insurance**.
- 13.21 Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which **You** would have paid for in any case).
- 13.22 Any assistance on or after the 32nd consecutive day in length of any **Trip** outside the **UK Area**.

SECTION 14

GENERAL CONDITIONS

- 14.1 **You** must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this Policy. **You** must act as if **You** are not insured. **You** must take all steps necessary to expedite the completion of repairs, and **You** shall not abandon the **Insured Vehicle** or any of its parts to **Us** without **Our** authorisation.
- 14.2 **We** cannot accept responsibility for the transportation of pet animals or livestock carried within the **Insured Vehicle** at the time of an **Insured Incident**. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown, would not be covered by this Policy.
- 14.3 **You** must comply in full with all the terms and conditions of this Policy before a claim will be paid. **You** must make no admission, offer, promise or payment without **Our** prior consent. In order to benefit from the cover, an **Insured Person** or member other than the **Policyholder** must agree to abide by all the relevant terms, conditions and exclusions of this Policy.
- 14.4 **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
- 14.5 **You** must comply in full with the terms and conditions of this Policy before a claim will be paid. Please read this Policy carefully, and if unsure as to what is covered or excluded, contact **Our** Customer Services Department on 01444 442442.
- 14.6 In the event of an emergency or of any occurrence which may give rise to a claim for costs under this insurance, **You** must contact **Us** as soon as practicable. **You** must make no admission, offer, promise or payment without **Our** prior consent. **Please Telephone Us first.**
- 14.7 **We** are entitled to take over **Your** rights in the defence or settlement of a claim, or to take proceedings in **Your** name for **Our** own benefit against another party and **We** shall have full discretion in such matters.
- 14.8 **We** may, at any time, pay to **You Our** full liability under this Policy after which no further liability shall attach to **Us** in any respect or as a consequence of such action.
- 14.9 If any dispute arises as to Policy interpretation, or as to any rights or obligations under the Policy, **We** offer **You** the option of resolving this by using the Arbitration procedure **We** have arranged. Please see the details shown in the Complaints Procedure. Using this Service will not affect **Your** legal rights.
- 14.10 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this Policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to **Us**.
- 14.11 **You** will be required to reimburse to **Us**, within seven days of **Our** request to **You**, any costs or expenses **We** have paid out on **Your** behalf which are not covered under the terms of the insurance.
- 14.12 At the time of a claim, at **Our** request **You** must provide evidence of proper servicing of **Your** vehicle.
- 14.13 A garage or specialist undertaking repair work on **Your** instructions and which is not specifically covered under this insurance will be acting as **Your** agent for such repair work.
- 14.14 This contract of insurance is effected in England and unless otherwise agreed between the **Policyholder** and **Us** is subject to the Laws of England and Wales, the Courts of which countries alone shall have jurisdiction in any disputes.
- 14.15 Service will be provided only to the **Insured Vehicle**, details of which have been supplied **Us**, or to a vehicle that has been notified to **Us** as being a permanent substitute for the original **Insured Vehicle**. **You** should therefore ensure that such notification is made immediately a substitution occurs to avoid service being withheld.
- 14.16 In the event of a valid claim involving **Your** repatriation from a **Trip**, **You** shall allow **Us** the use of any relevant travel tickets **You** are not able to use because of the claim.
- 14.17 If **You** have a road traffic accident, **You** must supply **Your** motor vehicle insurance details to **Us** when **We** ask for this information. The incident must be reported to the insurer.

SECTION 15

COMPLAINTS PROCEDURE

We aim to provide a first class service at all times. However, if **You** have any complaint regarding the standard of service **You** have received under **Your** Policy, the following procedure is available to **You** to resolve the situation:

- 15.1 In the first instance please contact the Quality Department of Europ Assistance Holdings Limited at Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Alternatively, **You** can

telephone **Us** on 0844 338 5799 or e-mail **Us** on:
quality@europ-assistance.co.uk

If **We** cannot give **You** a final decision by four weeks from the day **We** receive **Your** complaint **We** will explain why and tell **You** when **We** hope to reach a decision.

15.2 **Our** decision is final and based on the evidence presented. If **You** feel that there is any new evidence or information that may change **Our** decision **You** have the right to make an appeal.

15.3 In any event, should **You** remain dissatisfied or fail to receive a final answer within eight weeks* of **Us** receiving **Your** complaint, **You** have the right, in addition to **Your** contractual rights under the insurance, to refer the matter to the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0845 080 1800

* N.B. The time scales given above are dependent on **You** responding immediately to any correspondence **We** send **You**.

SECTION 16

MAKING A CLAIM ON RETURN HOME

- First, check **Your** Schedule and the appropriate Section of **Your** Policy to make sure that what **You** are claiming for is covered.
- Claim forms can be obtained from www.europ-assistance.co.uk/clientclaimforms. Alternatively, telephone **Our** Claims Helpline on 01444 442277 to obtain a claim form via email or post, giving **Your** name and Policy number, and brief details of **Your** claim.
- All claims must be submitted within 28 days of **Your** return on a Policy claims form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant Section of **Your** Policy for specific conditions and details of the supporting evidence that **We** require.
- Please remember that it is always advisable to retain copies of all documents when submitting **Your** claim form.
- In order to facilitate prompt handling of claims, **We** may use appointed claims handling agents.
- When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking system method, **You** will be responsible for supplying **Us** with the correct bank account details and **Your** full authority for **us** to remit monies directly to that account. Provided that payment is remitted to the bank account designated by **You**, Europ Assistance shall have no further liability or responsibility in respect of such payment, and it shall be **Your** sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to **Us**.

SECTION 17

CANCELLATION PROVISIONS

Right to return the insurance document: **You** have the right

to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. **We** will refund to **You** any premium **You** have paid and **We** will recover from **You** any payments **We** have made.

Cancellation by the Policyholder: If **You** subsequently give notice in writing or by telephone to **Us** to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant portion of this premium will be refunded to **You**, but it will not be a proportionate amount of the premium originally paid. If however, an incident has arisen during the **Period of Insurance** which has or will give rise to a claim, then no return of premium will be made.

Cancellation by Us: **We** may give 14 days notice of cancellation of this policy by recorded delivery letter to **You** at **Your** last known address.

Premium position upon cancellation by Us: If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to **You**. If however, an incident has arisen during the **Period of Insurance** which has or will give rise to a claim, then no refund will be made.

Effective time of cancellation: This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the **Period of Insurance** for which premium has been paid.

SECTION 18

DATA PROTECTION ACT 1998 NOTICE

We collect and maintain personal information in order to underwrite and administer the policies of insurance that **We** issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. **We** will not keep **Your** information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. **We** will only reveal **Your** information if it is allowed by law, authorised by **You**, to prevent fraud or in order that **We** can liaise with **Our** agents in the administration of this policy.

Under the terms of the Act **You** have the right to ask for a copy of any information **We** hold on **You** upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether **We** hold **Your** information on paper or in electronic form.

Enquiries in relation to data held by **Us** should be directed to the Customer Contact Centre Manager, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

STANDARD OF WORKMANSHIP

Europ Assistance will monitor the progress of **Your** assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.