



**Business Choice Direct**  
Insurance Services

# UK Motor Breakdown Insurance

Policy Wording

Proudly part of the BENEFACT GROUP



UK MOTOR BREAKDOWN INSURANCE POLICY WORDING

We 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
- based on the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements.

You should read all of Your documents carefully. If You are unsure whether something is covered or excluded, please contact the company who sold You this Policy.

This policy is underwritten by Astrenska Insurance Limited, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU

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.

Astrenska Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services number 202846).

Fair presentation of risk

You must make a fair presentation of the risk which you wish to insure with us. This condition applies before both the start and renewal of your policy, and also if any changes are required during the period of insurance.

Changes in risk

You must tell us straight away if anything you have already told us changes or if there is any new information that increases the risk of any loss insured under your policy.

We do not have to accept any request to make changes to your policy and your policy will come to an end from the date of the change unless we agree in writing to accept an alteration. If we accept any alteration to your policy, an increase in the premium or different terms or conditions of cover may be required by us.

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 – European Motoring Assistance, Cover Prior to Departure Section 6** – 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.

YOUR COVER

Your schedule shows the level of cover You have chosen. The table below shows You which sections apply:

PART	SECTION		COVER LEVEL				
	No.	TITLE	1	2	3	4	5
A	1	Roadside Assistance	✓	✓	✓	✓	✓
A	2	Doorstep Assistance		✓		✓	✓
A	3	Message Relay	✓	✓	✓	✓	✓
A	4	Vehicle Recovery / Onward Transportation			✓	✓	✓
A	5	Medical Transfer and General Assistance	✓	✓	✓	✓	✓
B	6-13	European Motoring Assistance					✓
C	14-19	General Terms applying to all sections	✓	✓	✓	✓	✓

MEANING OF WORDS

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

**DEPARTURE DATE:** The date on which you leave your home address in the UK Area to commence your Trip.

**ELIGIBLE VEHICLES:** Vehicles under 16 years old at date of inception, owned by, or the responsibility of the Policyholder or his / her immediate family and for which the appropriate premium has been paid by You:-

- being cars; motorised caravans; motorcycles of more than 120cc cylinder capacity; light vans; estate cars; 4x4 sport utility vehicles; purpose built taxis
- towed caravans or trailers of proprietary make (when the appropriate additional premium has been paid);
- registered in the UK Area, and normally kept at the Policyholder's home address or premises.
- 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 9 persons, including the driver.

EXCLUDED VEHICLES:

- Any vehicle with an engine capacity greater than 4000cc;
- American and Grey imports;
- Kit cars;

**EXCESS:** Where you have selected a product with an excess, this is the first amount of each claim payable by you. Please check your confirmation letter for the excess amount payable.

GEOGRAPHICAL LIMITS

**Part A - UK Area** comprising England, Scotland, Wales, 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, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, all European Mediterranean islands, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland.

**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, including driving instructors but excluding car sharing schemes.

**INSURED INCIDENT:** Mechanical 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.

**Please Note:** 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.

We do not cover undamaged tyres which have been allowed to run flat or those which are below the legal tread limit and We do not cover single tyre punctures where no serviceable spare is available (unless it has been designed and built by the manufacturer not to carry a spare tyre).

**INSURED PERSON(S) YOU/YOUR:** The Policyholder, or a person driving with permission of the Policyholder, whilst an occupant of the Insured Vehicle, and/or up to seven other authorised occupants 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. **Please note** that there is no cover for an Insured Incident within the first 48 hours following Your initial purchase of this policy.

If You have paid for European Motoring Assistance, cover under Section 5 commences up to seven days before Your planned departure date providing You have not purchased this Policy within ten days of start of Your planned Trip. Cover for all other sections applies for the length of each eligible Trip.

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**Please note:** If You have paid for European Motoring Assistance, 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 during any Period of Insurance (irrespective of the number of individual Trips You undertake).

**POLICYHOLDER or YOU/YOUR:** 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.

**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, during the Period of Insurance, commencing and ending in the UK Area, not exceeding 31 consecutive days.

**Please note:** The optional 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, any Trip exceeds 31 consecutive days in length, or the total of all trips undertaken during any Period of Insurance exceed 60 days in total, 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:** Astenska Insurance Limited

## PART A – UK MOTORING ASSISTANCE

Your confirmation letter will show you which of Sections 1-5 You have chosen and paid for.

**Please note:** if You are undertaking a Trip to the European Area, You will need to have paid for the optional European Motoring Assistance cover as different benefits apply during Your direct journeys between Your home and Your port or international rail terminal - see Part B – European Motoring Assistance 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 THEN TELEPHONE US 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 US  
CALL: 01206 812 842**

## SECTION 1 - ROADSIDE ASSISTANCE

If the Insured Vehicle is immobilised or rendered unroadworthy as the result of an Insured Incident more than a one mile radius from Your home, We will arrange and pay for:

- 1.1. callout and up to one hour's labour for assistance at the roadside;  
AND, if necessary
- 1.2. the transportation of the Insured Person(s) and the Insured Vehicle to the nearest repairer up to a maximum of 10 miles for a Round Trip.

The choice of 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.

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:**

- a) any incident which occurs within a one mile radius of your home.
- b) roadside labour charges in excess of one hour.
- c) any labour charges incurred at the repairer's premises.
- d) the cost of Replacement Parts or other materials used in the repair.
- e) toll and sea transit charges for the Insured Vehicle.
- f) anything mentioned in the general exclusions.

## SECTION 2 - OPTIONAL DOORSTEP ASSISTANCE

**This Section only applies if it is shown as covered on Your confirmation letter.**

If the Insured Vehicle is immobilised or rendered unroadworthy as the result of an Insured Incident within a one mile radius of your home, We will arrange and pay for:

- 2.1. callout and up to one hour's labour for assistance at Your home or at the roadside;  
AND, if necessary
- 2.2. the transportation of the Insured Person(s) and the Insured Vehicle to the nearest repairer up to a maximum of 10 miles for a Round Trip.

The choice of 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:**

- a) roadside labour charges in excess of one hour.
- b) any labour charges incurred at the repairer's premises.
- c) the cost of Replacement Parts or other materials used in the repair.
- d) toll and sea transit charges for the Insured Vehicle.
- e) anything mentioned in the general exclusions.

## SECTION 3 - 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 4 - OPTIONAL VEHICLE RECOVERY / ONWARD TRANSPORTATION

**This Section only applies if it is shown as covered on Your confirmation letter.**

- 4.1. 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

- 4.2. 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 premises where the vehicle is usually kept. 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

- 4.3. 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 premises where the vehicle is usually kept, or the original destination within the UK Area.

OR

- 4.4. If the Insured Vehicle is not transported within the terms of Section 4.1, and repairs are effected locally, if necessary We will arrange and pay up to £100 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

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- 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 more than 25 miles from the Policyholder's home address or premises where the vehicle is usually kept 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.
- e) anything mentioned in the general exclusions.

Important Information:

When collecting Your car You will need a valid credit card, which must be in the name of the driver. 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

SECTION 5 - MEDICAL TRANSFER & GENERAL ASSISTANCE

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

- 5.1. Emergency medical transfer of an Insured Person who is hospitalised away from home, while 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.
- 5.2. Any motoring-related problem in the UK Area which is not an Insured Incident covered under this policy. We will organise callout of a repairer to render assistance, but the Policyholder will be responsible for paying, directly to the repairer:
  - i) all callout and labour costs, which will be based on Our nationally negotiated scale of charges;
  - ii) the cost of Replacement Parts or other materials used in the repair.

PART B – OPTIONAL EUROPEAN MOTORING ASSISTANCE

This part only applies if it is shown as covered on Your confirmation letter

Cover applies as described in Sections 6 to 13, 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 Trip abroad, for example by quoting a Channel crossing or accommodation booking reference.

If Your Trip exceeds 31 consecutive days in length, or the total of all trips undertaken during any Period of Insurance exceed 60 days in total, then no cover will apply under this Policy in respect of those dates in excess of this and You will need to make Your own arrangements for assistance.

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

SECTION 6 - COVER PRIOR TO DEPARTURE

If the Insured Vehicle is immobilised or rendered unroadworthy as the result of an Insured Incident occurring during the seven days immediately preceding Your planned departure date, and it cannot be repaired or is not recovered prior to the arranged departure date, 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:

- 6.1. The hire of a suitable replacement vehicle, where available, for the purpose of carrying out Your original Trip (including rental charge, collision damage waiver and any necessary drop-off charge) if:
    - i) The Insured Vehicle, if stolen, is not recovered before Your Departure Date
  - OR
  - ii) The Insured Vehicle cannot be repaired by the end of the next working day following Your Departure Date.
- Please note: You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.
- 6.2. The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where Your original route is unavailable, the

nearest suitable alternative sea crossing), if the Insured Vehicle is repaired by the end of the next working day following Your Departure Date.

Any claim involving the hire of a replacement vehicle must have Our prior approval. You must contact Us as soon as You know Your Insured 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 Insured Vehicle;
- precise details of the breakdown or damage;
- breakdown, when occurring, was sudden and unforeseen;
- the earliest date that the repair of Your Insured Vehicle can be completed.

What is not covered:

- a) any claim under this section resulting from breakdown if You have purchased this cover less than TEN days before the planned date of departure of Your Trip.
- b) any claim under this section when actual or imminent breakdown of Your Insured Vehicle is discovered or diagnosed in the course of a service carried out less than TEN days prior to Your planned date of departure.
- c) loss of use of a vehicle hired to You.
- d) the cost of fuel and oil used in any replacement vehicle.
- e) the cost of any Personal Accident insurance or other benefit not specifically covered under this Policy.
- f) fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- g) Trips solely within the UK Area.
- h) anything mentioned in the general exclusions

**IMPORTANT INFORMATION**

- Drivers must produce a full UK/Irish Driving Licence with no endorsements held for at least one year (two years if travelling in Spain or Croatia).
- 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 7 - ROADSIDE ASSISTANCE

If the Insured Vehicle is immobilised or rendered unroadworthy during the Trip as a result of an Insured Incident, 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 repairer.

The choice of repairer shall be at Our discretion. You will be responsible for paying any costs which are not covered, directly to the 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:

- a) labour charges in excess of £50.
- b) charges for any labour not incurred at the roadside.
- c) the cost of Replacement Parts or other materials.
- d) Trips solely within the UK Area.
- e) anything mentioned in the general exclusions.

SECTION 8 - REPLACEMENT PARTS DESPATCH

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 Replacements 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.



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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 any further delivery charges for the correct part.

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

What is not covered:

- a) the actual costs of any parts.
- b) trips solely within the UK Area.
- c) forwarding charges in excess of the market value of the vehicle.
- d) forwarding charges for non-essential Replacement Parts.
- e) any costs that exceed £600.
- f) anything mentioned in the general exclusions.

SECTION 9 - 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:

- a) damage to paintwork or other cosmetic items.
- b) costs incurred following Your return home.
- c) trips solely within the UK Area.
- d) anything mentioned in the general exclusions.

SECTION 10 - VEHICLE OUT OF USE

If the Insured Vehicle is lost, immobilised or rendered unroadworthy during a Trip as a result of an Insured Incident and repairs cannot be effected within 24 hours, provided Our services were requested at the time of the Insured Incident, We will pay up to a maximum of £750 in total under this Policy for:

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

OR

- ii) for the immediate hire of a replacement vehicle, where and when available 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. 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

- iii) the 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:

- a) the cost of fuel and oil used in any replacement vehicle.
- b) the cost of any optional Personal Accident insurance or other benefit not specifically covered under this Policy.
- c) costs incurred outside the period of the Trip.
- d) fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- e) trips solely within the UK Area.
- f) anything mentioned in the general exclusions.

IMPORTANT INFORMATION

- Drivers must produce a full UK/Irish Driving Licence with no endorsements held for at least one year (two years if travelling in Spain or Croatia).
- 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 11 - 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.
- b) anything mentioned in the general exclusions.

SECTION 12 - REPATRIATION

If the Insured Vehicle is lost, immobilised or rendered unroadworthy during a Trip as a result of an Insured Incident, We will pay:

- i) 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.
  - ii) 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.
  - iii) For either
    - 12.1.iii.1. necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs.
- OR
- 12.1.iii.2. When agreed in advance by Us, 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 Policyholders 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 You or other occupants injured in an accident involving the Insured Vehicle.
- b) trips solely within the UK Area.
- c) anything mentioned in the general exclusions.

SECTION 13 - CUSTOMS REGULATIONS

If as the result of an Insured Incident occurring outside the UK Area during a Trip:

- 13.1. 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.
- 13.2. 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.
- b) anything mentioned in the general exclusions.

REQUESTING EMERGENCY ASSISTANCE WHEN ON A TRIP

IN THE EVENT OF AN INSURED INCIDENT IN THE EUROPEAN AREA, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY THEN TELEPHONE US STATING YOUR NAME AND POLICY DETAILS.

- We will contact the nearest garage. On motorways always use the

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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 Policy terms and conditions You must contact Us before incurring any expenses in order to obtain Our prior authorisation.**

### TELEPHONE US

**FIRST DIAL THE UK CODE, THEN +44 (0)1206 812 842**

(\*NOTE: When calling from inside the UK first dial zero)

## PART C - GENERAL TERMS APPLYING TO ALL SECTIONS

### SECTION 14 - GENERAL EXCLUSIONS

No Section of this Policy shall apply in respect of:

- 14.1. Total claims costs exceeding £3,500 in any one single Period of Insurance
- 14.2. Any Excess payable, as detailed on your confirmation letter
- 14.3. Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful DIY or dismantling and/or reassembly.
- 14.4. 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.
- 14.5. Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicles removal.
- 14.6. Vehicles being used for motor racing (whether against the clock or other competitors), rallies, speed or duration tests and Track Days, or practising for such events.
- 14.7. 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.
- 14.8. Vehicles not in a roadworthy condition at the time cover is effected.
- 14.9. Any deliberately careless or deliberately negligent act or omission by You.
- 14.10. Claims arising from loss of or damage to contents of the Insured Vehicle.
- 14.11. 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.
- 14.12. Loss or destruction or damage, or any loss or expense whatsoever resulting from:
  - i) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.

- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
- 14.13. 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.
  - 14.14. 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.
  - 14.15. The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.
  - 14.16. Any direct or indirect loss of any kind arising from the provision of, or any delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated. An example of this would be the loss of wages as a result of an Insured Incident
  - 14.17. Any tolls, fines, parking charges, or congestion charges arising under this Policy.
  - 14.18. 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.
  - 14.19. 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.
  - 14.20. 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.
  - 14.21. Any costs for locksmiths, glass replacement or tyre specialists are Your responsibility.
  - 14.22. Claims arising from faults 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.
  - 14.23. Any Insured Incident occurring within 48 hours following Your initial purchase of this policy.
  - 14.24. 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).
  - 14.25. Any claim when You have not paid the appropriate premium for the number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.

### SECTION 15 - GENERAL CONDITIONS

You must make a fair presentation of the risk which you wish to insure with us. This condition applies before both the start and renewal of your policy, and also if any changes are required during the period of insurance.

If you do not make a fair presentation we may take the following action:

1. If the failure was deliberate or reckless:  
we can treat your policy as if it never existed and keep the premium;  
or
2. If the failure was not deliberate or reckless and
  - i) we would not have provided cover had you made a fair presentation:  
we can treat your policy as if it never existed and return your premium;  
or
  - ii) we would have issued cover on different terms had you made a fair presentation:  
we can reduce any claims payment by the proportion that the correct premium had been underpaid and/or apply any additional terms that we would have imposed had you made a fair presentation of the risk

These entitlements will apply either from the start of the policy, the date of variation, or from the date of renewal, depending on the nature and timing of the misrepresentation

- 15.1. 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.

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- 15.2. We will only accept expenses incurred with Our prior knowledge and consent and the Emergency Centre must be contacted when an incident arises that may be the subject of a claim. Please telephone Us first.
- 15.3. the transportation of pet animals or livestock carried within the Insured Vehicle at the time of an Insured Incident are Your responsibility. 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.
- 15.4. 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 must agree to abide by all the relevant terms, conditions and exclusions of this Policy.
- 15.5. 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.
- 15.6. 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. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs.
- 15.7. 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.
- 15.8. 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.
- 15.9. 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.
- 15.10. At the time of a claim, at Our request You must provide evidence of proper servicing of Your vehicle.
- 15.11. 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.
- 15.12. This Policy is subject to the laws of England and Wales unless We agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes.
- 15.13. Service will be provided only to the Insured Vehicle, details of which have been supplied to Us.
- 15.14. 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.
- 15.15. 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.
- 15.16. You must report a change of Insured Vehicle immediately to Your insurance broker or agent. This policy only covers the Insured Vehicle registered on Our database. Please have Your policy number; the new registration, make, model and colour of Your new vehicle and the date You wish Your insurance broker or agent to make the change. If You do not tell Your insurance broker or agent of the new vehicle details, they may not be able to supply You with a service. Please note that there is no cover for an Insured Incident within the first 48 hours following the change of Your Insured Vehicle.

## SECTION 16 - COMPLAINTS PROCEDURE

**Our promise of service:** We aim to provide a first-class service at all times. However, if You have a complaint You should get in contact as follows:

For complaints related to the sale of Your policy, please contact the broker from whom You bought the policy.

For complaints related to a claim You have made, please telephone 01206 771 788 or email [customerservices@call-assist.co.uk](mailto:customerservices@call-assist.co.uk)

We will aim to provide You with a full response within four weeks of the date We receive Your complaint, and Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 0234 567 or 0300 1239 123. FOS Website: <https://www.financial-ombudsman.org.uk/>

Please note If You wish to refer this matter to the FOS, You must do so within six months of Our final decision. You must have completed the above Procedure before the FOS will consider Your case.

If You do not refer Your complaint within the six months, the Ombudsman will not have **our** permission to consider Your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman is only able to intervene in respect of personal policyholders or micro-enterprise (i.e., with a turnover of less than £2,000,000 and less than 10 staff). Your legal rights are not affected.

## SECTION 17 - MAKING A CLAIM ON RETURN HOME

**First, check Your confirmation letter and the appropriate Section of Your Policy to make sure that what You are claiming for is covered.**

Claim forms can be obtained by telephone from Our Claims Helpline on 01206 812787 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, We 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 18 - 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 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. No return of premium will be made.

**Cancellation by Us:** In addition to our rights set out elsewhere in the Policy, including but not limited to the Fair Presentation of the Risk and Fraud requirements, where there is a valid reason for doing so, we may cancel this Policy at any time by sending at least 7 days' notice in writing to your last known address. The notice will set out the reason for cancellation

**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.

## Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

## Fraudulent and Unfounded Claims

If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and (if appropriate) recoverable. We shall not be liable to you in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and

- We need not return any Premiums paid

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- We may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation

### SECTION 19 - DATA PROTECTION

#### How we use the information about you:

As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- Issue you this insurance policy;
- Deal with any claims or requests for assistance that you may have
- Service your policy (including claims and policy administration, payments and other transactions); and,
- Detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed.
- Protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn) and [www.insurancefraudbureau.org/privacy-policy](http://www.insurancefraudbureau.org/privacy-policy)

#### Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that we have with you;
- is in the public or your vital interest: or
- for our legitimate business interests.
- If we are not able to rely on the above, we will ask for your consent to process your data.

#### How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

### SECTION 20 - STANDARD OF WORKMANSHIP

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

### SECTION 21 - FINANCIAL SERVICES COMPENSATION SCHEME

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if we are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website.