

My breakdown
cover...

Breakdown cover policy summary

This is a summary of **your** motor **breakdown** insurance. It does not contain the full terms and conditions of **your** policy, which can be found in the policy document that follows this policy summary. When reviewing **your** policy it should be read in conjunction with **your** policy **schedule**.

Insurer: DAS Legal Expenses Insurance Company Limited. Registered in England and Wales. Registered Company Number: 103274. Registered office address: DAS House, Quay Side, Temple Back, Bristol BS1 6NH'. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202106.

Cover at a glance

	UK Rescue	UK Rescue and Relay	UK Rescue Relay and Homestart	European
Tow to a nearby garage	✓	✓	✓	✓
Roadside assistance for faults	✓	✓	✓	✓
Onward travel	✗	✓	✓	✓
Overnight accommodation	✗	✓	✓	✓
Cover within 1 mile of home	✗	✗	✓	✓
Cover in certain European countries	✗	✗	✗	✓
Relevant sections	A	A+B	A+B+C	A+B+C+D

Cover in detail

Significant features and benefits	Significant and unusual exclusions or limitations	Policy section
<p>UK Rescue (if requested and paid for)</p> <ul style="list-style-type: none"> If you breakdown within the territorial limits (UK) we will send help and pay callout and mileage charges needed to repair or assist with the vehicle. If the recovery operator is unable to repair the vehicle at the roadside we will arrange and pay for the vehicle, driver and up to 7 passengers to be recovered to the nearest garage able to undertake the repair, or to your home address or original destination up to 10 miles from the scene of the breakdown. 	<ul style="list-style-type: none"> Breakdowns within a one-mile radius of your home address 	Section A
<p>UK Rescue and Relay (if requested and paid for) UK Rescue, plus</p> <ul style="list-style-type: none"> Your vehicle can be recovered to your home address regardless of distance, or if you would prefer and it is closer, your original destination within the territorial limits (UK). 	<ul style="list-style-type: none"> Breakdowns within a one-mile radius of your home address Hire vehicle rates are limited to a car with no more than a 1600cc engine. 	Section B

<p>Or, if the breakdown occurred more than 20 miles from your home address:</p> <ul style="list-style-type: none"> • We will pay up to £250 towards reasonable alternative transport/hire car costs to complete your original journey. We will also pay up to £100 for one person to return and collect the repaired vehicle. <p>Or:</p> <ul style="list-style-type: none"> • We will pay a maximum of £150 for a lone traveller or £75 per person for bed and breakfast accommodation for one night for the driver and up to 7 passengers. 	<ul style="list-style-type: none"> • Alternative transport or accommodation costs will only be paid where: <ul style="list-style-type: none"> • The vehicle is repaired at the nearest suitable garage to the breakdown location • The vehicle cannot be repaired the same working day • We have agreed to cover the costs • Bed & breakfast is limited to £500 in total 	
<p>UK Rescue, Relay and Homestart (if requested and paid for) UK Rescue and Relay, plus</p> <ul style="list-style-type: none"> • Your vehicle will be covered at your registered home address or within a one-mile radius of your home address. 		Section C
<p>UK plus European (if requested and paid for) UK Rescue, Relay and Homestart, plus</p> <ul style="list-style-type: none"> • Your vehicle will also be covered in the territorial limits (Europe). • If you break down on a European Motorway or major public road where private contractors are dispatched to assist you, we will pay a maximum of £150 towards the reimbursement of your costs. • The allowance for alternative transport increases to £750 within the territorial limits (Europe). 	<ul style="list-style-type: none"> • Assistance in the territorial limits (Europe) following an accident • For vehicles that are older than 10 years at the time of the breakdown, cover within the territorial limits (Europe) is limited to roadside assistance or recovery to a local garage. We will not pay for alternative transport/hire vehicle or accommodation and we will not transport your vehicle to your home address or to its original destination • For vehicles aged 10 years or less at the time of breakdown <ul style="list-style-type: none"> ○ Alternative transport/hire vehicle cost are limited to a maximum of £750 ○ Daily hire vehicle rates are limited to a car with a 1,600cc engine ○ Bed & breakfast costs are limited to a maximum of £500 	Section D

Significant exclusions that apply to the whole policy (For a full list of exclusions, please refer to the policy terms and conditions)	Reference in policy wording
Any assistance within the first 48 hours of purchasing cover, unless cover was purchased at the same time as the associated motor insurance policy	E2
Any vehicle which is not listed on your schedule as being eligible for breakdown cover with us	E4
The cost of any parts, components or materials used to repair the vehicle	E5
The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of breakdown within the same working day. We will only recover to one address per breakdown	E11
Costs incurred in addition to a standard callout where service cannot be undertaken at the roadside because the vehicle does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels	E14
Any request for service if the vehicle is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities	E17
Any damage or loss to your vehicle or its contents caused by the recovery operator . It is your responsibility to ensure personal possessions are removed prior to your vehicle being recovered.	E21
Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless your vehicle has been fully repaired at a suitable garage , declared fit to drive by the recovery operator , or is in transit to a pre-booked appointment at a suitable garage	E28
More than 4 callouts in any one period of cover	E29
Claims totaling more than £15,000 in any one period of cover	E30
Any breakdown that occurred before the policy commenced, the vehicle was placed on cover or before the policy was upgraded	E42
Vehicles of 26 years of age or greater at policy inception. Policies will not automatically renew if the vehicle is 26 years of age at the date of renewal	E43
The use of specialist equipment occasionally required because the vehicle does not have all wheels on the public highway, it has modifications which impede recovery, or nearby obstructions are impeding the usual method of recovery.	E44

Duration

This policy runs with **your** motor insurance policy, does not exceed 12 months and ends on the same day as **your** motor insurance policy.

Cancellation

You may cancel **your** policy and receive a full refund up to 14-days after its start or renewal date, as long as no claims have been made. If **you** do not cancel **your** policy, it will remain in force for the term of the policy and **you** will be required to pay the premium. If **you** want to cancel **your** policy after 14 days there will be no refund. Please contact the Customer Services Team on 0333 043 2066.

We may cancel this policy by giving **you** 14 days' notice. For example, **we** may cancel the policy if **you** mislead **us** by providing incomplete or untruthful information or if **you** make a fraudulent claim. If **we** do this no refund of premium will be made.

Making a claim

If **your vehicle** breaks down please call **our** 24-hour control centre on 0333 043 2005, or 00 44 1206 714806 if calling from abroad. Please have **your** return telephone number, **vehicle** registration number and details of **your** precise location to hand.

How to make a complaint

We make every effort to provide the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect, **you** can write to **us** at: Customer Services, Call Assist Limited (Call Assist), Axis Court, North Station Road, Colchester, Essex CO1 1UX.

If the matter still remains unresolved **you** can then write to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR.

The Financial Services Compensation Scheme (FSCS)

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

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting www.fscs.org.uk



1ST CENTRAL breakdown cover policy document

Demands and needs

The levels of cover meet the demands and needs of someone wishing to ensure that they are covered in the event of a physical **breakdown** to their **vehicle**.

As with any insurance, it does not cover all situations and **you** should read the document, including the General Exclusions and General Conditions, in conjunction with **your schedule** to make sure that it meets **your** specific needs.

Definitions

The following words or phrases have the same meaning wherever they appear in bold in this document:

Accident

A collision in the **territorial limits (UK)** that immediately makes the specified **vehicle** immobile or unsafe to drive and that has been reported to 1ST CENTRAL.

Breakdown

An electrical or mechanical failure, lack of fuel, misfuel, puncture, flat battery, **accident**, vandalism, fire, theft, or attempted theft to the **vehicle**, which immediately renders the **vehicle** immobilised.

Callout

Where **we** send a **recovery operator** to **your vehicle**.

Home address

The address last notified to **us** by 1ST CENTRAL where **your vehicle** is ordinarily kept.

Period of cover

The duration of this policy as indicated on **your policy schedule**.

Recovery operator

The independent technician **we** appoint to attend **your breakdown**.

Rescue controller

The telephone Operator employed by **us**.

Schedule

Details of the specified **vehicle**, **period of cover** and sections of this policy that are covered.

Specialist equipment

Non-standard apparatus or recovery vehicles which in the professional view of the **recovery operator** after assessing the situation are required to recover the **vehicle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

Suitable garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

Territorial limits (Europe)

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

Territorial limits (UK)

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

Trip

Commences from the date of **your** departure from the **territorial limits (UK)** and ceases upon **your** return to **the territorial limits (UK)** for a period not exceeding 31 days.

Vehicle

Your car specified on the **schedule** which must be no more than:

- 25 years of age at the policy start date or date of last renewal
- 3,500kg (3.5 tonnes) when laden
- 5.18 metres (17 feet) long
- 1.905 metres (6 feet 3 inches) wide
- 2.44 metres (8 feet) high.

We will also recover with **your vehicle**, at no extra cost, a caravan or trailer that is attached to **your vehicle** at the time of the **breakdown** provided:

- It is fitted with a standard towing hitch
- It does not exceed 7 metres (23 feet) in length (not including the length of the A-frame and hitch).

We/our/us

Call Assist Ltd and/or DAS Legal Expenses Insurance Company Limited.

You, your, driver

The policyholder or any person driving with **your** permission.

Cover

This policy is underwritten by DAS Legal Expenses Insurance Company Limited. Registered in England and Wales. Registered Company Number: 103274. Registered office address: DAS House, Quay Side, Temple Back, Bristol BS1 6NH'. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202106. **We** have chosen to use the English language in all documentation and communication relating to this policy. The policy is administered by Call Assist Ltd (authorised and regulated by the Financial Conduct Authority. Registered address: Axis Court, North Station Road, Colchester, Essex CO1 1UX. Registered in England and Wales. Registered number: 03668383)

Your schedule shows the sections that **you** have purchased and are in force for **your vehicle**. Each section confirms what is and what is not covered during the **period of cover**.

Changing your policy

You should immediately contact 1ST CENTRAL if **you** have any questions or need to make any alterations. It is very important that any alterations are notified as soon as they happen, particularly if **you** change **your vehicle**. If **you** don't inform **us** of changes then assistance may be delayed or declined.

Making a claim in the UK

If **you** breakdown please call **our** 24-hour control centre on **0333 043 2005**

If **you** are unable to make a connection, please contact **us** on 01206 714806.

You will be asked to provide the following information:

1. **Your** name and postcode
2. **Your** return telephone number (with area code if applicable)
3. **Your vehicle** registration number
4. The precise location of **your vehicle** (or as accurate as **you** can be)

We will take **your** details and ask **you** to remain by the telephone that **you** are calling from. Once **we** have made arrangements **we** will contact **you** and advise **you** of the expected arrival time of the **recovery operator**. **You** will be asked to remain near **your vehicle** until the **recovery operator** arrives. If **you** have a mobile phone **we** ask that **you** keep this line free.

If **you** have broken down on a motorway and have no other means of contacting **us**, or are unaware of **your** location, please use the nearest SOS box and give them **our** telephone number. They will then contact **us** to provide assistance.

If the police attend please tell them that **you** have contacted **us** or give them **our** telephone number to call **us** on **your** behalf.

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

Section A – UK Rescue (only covered if shown in the schedule)

✓ What is covered under section A:

Roadside assistance & local recovery

- A1. In the event of a **breakdown** within the **territorial limits (UK)** which occurs more than a one-mile radius from **your home address**, **we** will send help to the scene of the **breakdown** and pay **callout** and mileage charges needed to repair or assist with the **vehicle**.

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

Either:

Arrange and pay for the **vehicle**, **driver**, and up to 7 passengers to be transported to the nearest garage which is able to undertake the repair, within 10 miles from the scene of the **breakdown**.

Or:

If the above is not possible at the time or the repair cannot be made within the same working day, **we** will arrange and pay for the **vehicle**, **driver**, and up to 7 passengers to be transported to **your** chosen destination up to 10 miles from the scene of the **breakdown**.

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

If **your vehicle** requires recovery, **you** must immediately inform **our rescue controller** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Keys

- A2. If **you** break, lose or lock **your** keys within **your vehicle**, **we** will pay the **callout** and mileage charges back to the **recovery operator's** base or **your home address** if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle**, will be at **your** expense.

Message service

- A3. If **you** ask, **we** will pass on up to 2 messages to let others know of **your** predicament.

✗ What is not covered under section A:

- **Breakdowns** within a one-mile radius of **your home address**
- Assistance within 48 hours of purchasing cover, unless cover was purchased at the same time as the associated motor insurance policy
- Recovery to a location more than 10 miles from the place of **breakdown**
- Exclusions that apply to the whole policy in Section E, General Exclusions

Section B – UK Rescue and Relay (only covered if shown in the schedule)

✓ What is covered under section B:

If **you** have opted and paid for UK Rescue and Relay cover **we** will provide all the benefits of section A, with the addition of Nationwide Recovery, Emergency Overnight Accommodation, or Alternative Transport.

B1. Nationwide recovery

If **your vehicle** cannot be repaired within the same working day in accordance with section A1, **we** will arrange and pay for the **vehicle, driver**, and up to 7 passengers to be transported to **your home address**, or if **you** would prefer and it is closer, **your** original destination within the **territorial limits (UK)**.

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

If **your vehicle** requires recovery, **you** must immediately inform **our rescue controller** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

B2. Emergency overnight accommodation and alternative transport benefits are available under the following conditions:

- The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location
- The **vehicle** cannot be repaired the same working day
- The **breakdown** did not occur within 20 miles of **your home address**
- **We** will determine which benefit is offered to **you** by assessing the circumstances of the **breakdown** and what is the most cost effective option for **us**

B2.1. Alternative transport*

We will pay up to £250 (up to £750 in the **territorial limits (Europe)**) towards the reasonable cost of alternative transport or a hire car up to 1,600cc to allow **you** to complete **your** original journey. **We** will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

B2.2. Emergency overnight accommodation*

We will pay a maximum of £150 for a lone traveller or £75 per person for one night of overnight accommodation including breakfast for the **driver** and up to 7 passengers. The maximum payment per incident is £500.

*These services will be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue controller**. The policy will only pay for a hire car which **we** deem is appropriate for **your** requirements and is available at the time assistance is provided. **We** will only reimburse claims when **we** are in receipt of a valid invoice or receipt.

✘ What is not covered under Section B:

- Breakdowns within a one-mile radius of **your home address**
- Assistance within 48 hours of purchasing cover, unless cover was purchased at the same time as the associated motor insurance policy
- Exclusions that apply to the whole policy in Section E, general exclusions

Section C – UK Rescue, Relay and Homestart (only covered if shown in the schedule)

✔ What is covered under section C:

If **you** have opted and paid for UK Rescue, Relay and Homestart cover **we** will provide all the benefits of sections A and B, with the addition of Home Assist:

C1. Home assist

- **We** will dispatch a **recovery operator** to **your home address** or within a 1-mile radius of **your home address** in the event **your vehicle** suffers a **breakdown**.
- If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** at the roadside, **we** will arrange and pay for the **vehicle, driver** and up to 7 passengers to be transported to the nearest garage which is able to undertake the repair.
- Any recovery must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.
- If **your vehicle** requires recovery, **you** must immediately inform **our rescue controller** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

✘ What is not covered under section C:

- Assistance within 48 hours of purchasing cover, unless cover was purchased at the same time as the associated motor insurance policy
- Exclusions that apply to the whole policy in Section E, general exclusions

Section D – UK Plus European (only covered if shown on the schedule)

Cover under this section can only be taken out before leaving the **territorial limits (UK)**. **You** must ensure that **your vehicle** has been serviced in accordance with the manufacturer's recommendations before departure.

✓ What is covered under section D:

If **you** have opted and paid for UK Plus European cover **we** will provide all the benefits of section A, B, and C, with the addition of European Assistance.

We will provide service in the **territorial limits (Europe)** where the maximum duration of any single **trip** does not exceed 31 consecutive days, up to a total of 90 days during any one **period of cover**.

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

Regulations are different when **you breakdown** in Europe and help may take longer in arriving. **We** will require detailed information from **you** regarding the location of **your vehicle**. **We** will need to know if **you** are on an outward or inward journey and details of **your** booking arrangements. When **we** have all the required information **we** will liaise with **our** European network. **You** will be kept updated so **you** will be asked to remain at the telephone number **you** called from.

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

If **you** have broken down within the **territorial limits (Europe)** during a public holiday, many services will be closed. In these circumstances, **you** must allow **us** time to assist **you** and effect a repair to **your vehicle**. **We** will not be held liable for any delays in reaching **your** destination.

For assistance in Europe call – **00 44 1206 714806**

- D1. **We** will send help to the scene of the **breakdown** within the **territorial limits (Europe)** and pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**. If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** at the roadside **we** will assist in the following way:
- D2.1. Arrange and pay for the **vehicle, driver** and up to 7 passengers to be transported to the nearest garage able to undertake the repair.
 - D2.2. If the **vehicle** cannot be repaired within 48 hours or by **your** intended departure date whichever is later, provided **your vehicle** is less than 10 years old at the time of the **breakdown**, **we** will arrange for the **vehicle, driver** and up to 7 passengers to be transported either to **your home address** or if **you** would prefer and it is closer, **your** original destination within the **territorial limits (Europe)**.

✘ What is not covered under section D:

- Any assistance within 48 hours of purchasing cover, unless cover was purchased at the same time as the associated motor insurance policy
- Any assistance following an **accident** outside the **territorial limits (UK)**
- Repatriation, alternative transport, vehicle hire and accommodation costs if **your vehicle** is more than 10 years old at the time of **breakdown**
- For **vehicles** aged 10 years or less at the time of **breakdown**
 - Alternative transport/hire vehicle cost are limited to a maximum of £750
 - Daily hire vehicle rates are limited to a car with a 1,600cc engine
 - Bed & breakfast costs are limited to a maximum of £500
- Service where the cost of recovering the **vehicle** back to the **territorial limits (UK)** exceed the market value of the **vehicle**
- Recovery of the **vehicle** to the **territorial limits (UK)** within 48 hours of the original **breakdown** regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **you** have made within the **territorial limits (UK)**
- Recovery of the **vehicle** to the **territorial limits (UK)** if the **vehicle** can be repaired within the **territorial limits (Europe)** but **you** do not have adequate funds for the repair
- Ferry and toll fees outside the **territorial limits (UK)**
- The cost of recovery from a European motorway exceeding £150
- Any **trip** which was planned to or subsequently finishes outside the **period of cover**
- Any **trip** which is planned to or subsequently exceeds 31 days
- Exclusions that apply to the whole policy in Section E, general exclusions



Section E – General exclusions (that apply to all sections of this policy)

- E1. Any assistance within the first 48 hours of purchasing cover, unless cover was purchased at the same time as the associated motor insurance policy
- E2. **Breakdowns** or **accidents** to the caravan or trailer itself
- E3. Any vehicle which is not listed on **your schedule** as being eligible for **breakdown** cover with **us**
- E5. The cost of any parts, components or materials used to repair the **vehicle**
- E6. Repair and labour costs other than half an hour roadside labour provided at the scene
- E6. Any costs or expenses not authorised by **our rescue controllers**
- E7. The cost of food (other than breakfast when overnight accommodation is provided) drinks, telephone calls or other incidentals
- E8. The cost of alternative transport other than to **your** destination and a return trip to collect **your** repaired **vehicle** unless otherwise agreed by the **rescue controller**
- E9. The cost of fuel, oil, insurance and other incidentals for a hire vehicle
- E10. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of **breakdown** within the same working day. We will only recover to one address per **breakdown**
- E11. Emergency Overnight Accommodation or Alternative Transport if repairs can be carried out near the scene of the **breakdown** within the same working day
- E12. **Breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance as well as proper levels of oil and water
- E13. Costs incurred in addition to a standard **callout** where service cannot be undertaken at the roadside because the **vehicle** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels
- E14. **Specialist equipment**, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood
- E15. Service where **your vehicle** is not accessible or cannot be transported safely and legally using a standard recovery vehicle
- E16. Any request for service if the **vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
- E17. Overloading of the **vehicle** or carrying more passengers than it is designed to carry
- E18. Claims not notified and authorised prior to expenses being incurred
- E19. Any costs or expenses not authorised by **our rescue controllers**

- E20. Any damage or loss to **your vehicle** or its contents caused by the **recovery operator**. It is **your** responsibility to ensure personal possessions are removed prior to **your vehicle** being recovered.
- E21. Nothing in this policy limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
- E22. **We** will not pay for any losses that are not directly covered by the terms of this policy. For example, **we** will not pay for **you** to collect **your vehicle** from a repairer or for any time that has to be taken off work as a result of a **breakdown**
- E23. Any false or fraudulent claims
- E24. Failure to comply with requests by **us** or the **recovery operator** concerning the assistance being provided
- E25. Fines and penalties imposed by courts
- E26. Any charges where **you** or the Emergency Services arrange recovery or repairs by other means unless **we** have agreed to reimburse **you**
- E27. Any subsequent **callouts** for any symptoms related to a claim which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by the **recovery operator**, or is in transit to a pre-booked appointment at a **suitable garage**
- E28. More than 4 **callouts** in any one **period of cover**
- E29. Claims totaling more than £15,000 in any one **period of cover**
- E30. Any cost recoverable under any other insurance policy that **you** may have
- E31. Storage charges
- E32. **Vehicles** that are not secure or have faults with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised
- E33. Assistance if the **vehicle** is deemed to be illegal, untaxed, without a current valid MOT certificate, uninsured, unroadworthy or dangerous to transport
- E34. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired
- E35. Any cost that would have incurred if no claim had arisen
- E36. The cost of draining or removing contaminated fuel
- E37. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**
- E38. Service where glass or windscreens have been broken or damaged
- E39. Any cover which is not specifically detailed in this policy
- E40. Direct or indirect loss, damage or liability caused by, contributed to, or arising from:

- a. Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - b. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
 - c. Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- E41. Any **breakdown** that occurred before the policy commenced, the **vehicle** was placed on cover or before the policy was upgraded
- E42. **Vehicles** of 26 years of age or greater at policy inception. Policies will not automatically renew if the **vehicle** is 26 years of age at the date of renewal.
- E43. The use of **specialist equipment** occasionally required because the **vehicle** does not have all wheels on the public highway, it has modifications which impede recovery, or nearby obstructions are impeding the usual method of recovery.



Section F – General conditions

- F1. Details of **your** cover may not reach **us** by the time assistance is required. In this unlikely event, **we** will assist **you** however before assistance can be provided **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **we** receive confirmation that **you** have adequate cover the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate cover **we** will take payment for any uninsured costs.
- F2. **We** will provide cover if:
- You** have met all the terms and conditions within this insurance
 - The information provided to **us**, as far as **you** are aware, is correct
- F3. The policy is not transferable
- F4. The **driver** of the **vehicle** must remain with or nearby the **vehicle** until help arrives
- F5. **We** can request proof of outbound and inbound travel dates
- F6. **We** may decline service if **you** already owe **us** money in respect of another claim made under this policy
- F7. When **you** contact **us** for assistance **we** may ask if **your vehicle** is fitted with alloy wheels. **We** must be advised the correct information at this time. If **we** are not made aware and **we** are unable to provide the service promptly or efficiently through the **recovery operator** who will be assisting **you**, **you** will be charged for any additional costs incurred.
- F8. If **we** are able to repair **your vehicle** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by credit or debit card.
- F9. **We** have the right to refuse to provide the service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue controllers** or the **recovery operators**
- F10. If a **callout** is cancelled by **you** and a **recovery operator** has already been dispatched, **you** will lose a **callout** from **your** policy. **We** recommend **you** to wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** suffers a **breakdown** again within 12 hours of the previous **callout** being cancelled, **you** will be required to pay for the cancelled **callout** before further service can be provided for the **breakdown**
- F11. **Your vehicle** must be registered to and ordinarily kept at an address within the **territorial limits (UK)**
- F12. **Vehicles** must be located within the **territorial limits (UK)** when cover is purchased and commences
- F13. If, in **our** opinion, the **vehicle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **we** may terminate **your** policy immediately, notifying **you** by letter to **your home address**, of what action **we** have taken
- F14. In the event that **you** use the service and the claim is subsequently found not to be covered by the policy **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay the costs involved

- F15. The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. **We** will endeavour to help arrange alternative transport but **you** will need to pay for this service immediately by credit or debit card
- F16. If in **our** opinion the **vehicle** is beyond economical repair or the cost of the claim is likely to exceed the market value of the **vehicle** in its current condition following the **breakdown**, **we** have the option to pay **you** the market value of the **vehicle** in its current condition and pay **your** transportation costs to **your home address**. It will be **your** responsibility to apply for a certificate of destruction or other such document and **you** will be required to pay for any storage costs whilst this is obtained. If **you** would prefer the **vehicle** to be transported to **your home address** or original destination, this can be arranged but **you** will need to pay any costs which exceed the market value of the **vehicle** in its current condition.
- F17. If **you** have a right of action against a third party, **you** shall cooperate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party
- F18. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided
- F19. If **we** have reason to believe this policy is being used fraudulently or it becomes apparent there is a breakdown in the relationship between **us** and **you**, **we** may cancel the policy by sending 7 days' notice to **your home address**. In such situations, providing no claim has been made, **we** will refund the unexpired portion of **your** premium.
- F20. **Recovery operators** comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting **your vehicle**.
- F21. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
- F22. The repair must be carried out if the **vehicle** is recovered to a **suitable garage** and the **suitable garage** can repair the **vehicle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be denied.

Measurements

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

Garage repairs

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

Uninsured service

Call Assist can provide assistance for faults that are not covered under this insurance policy or where **you** would like Call Assist to assist additional passenger numbers who exceed the maximum of 7, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Cancellation

You may cancel **your** policy and receive a full refund up to 14 days after the start or renewal date of the policy, as long as **you** have made no claims on the policy. If **you** do not cancel **your** policy, it will remain in force for the term of the policy and **you** will be required to pay the premium. If **you** want to cancel **your** policy after 14 days no refund will be payable. Please contact the Customer Services Team on 0333 043 2066.

We may cancel this policy by giving **you** 14 days notice to **your home address**. For example, **we** may cancel the policy if **your vehicle** is not regularly serviced or it exceeds the **vehicle** limitations detailed in the “Definitions” section of this policy. There will be no refund of premium made once 14 days have elapsed following the start or renewal date of the policy. In the event of a claim being made during this period, no refund of premium will be made.

How to make a complaint


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


You can write to **us** at:

**Call Assist Limited,
Axis Court North
Station Road
Colchester
Essex
CO1 1UX**

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

**The Financial Ombudsman Service,
Exchange Tower
Harbour Exchange Square
London
E14 9SR**

 0800 023 4567

 complaint.info@financial-ombudsman.org.uk

Nothing in this process will adversely affect **your** legal rights.

The Financial Services Compensation Scheme (FSCS)

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

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting www.fscs.org.uk