

Emergency Assist

Breakdown Insurance Policy Wording

Cover for Cars, Vans & Motorcycles

Important: Please read and retain for future reference



EMERGENCY
ASSIST LTD

Welcome to Your Breakdown insurance

Provided You pay the premium We will provide the cover set out in this Policy (which is made up of this document which is the 'Policy Wording' and the Policy Schedule). Please check that the information contained in the Policy Schedule is correct and that the Policy meets Your requirements. If it does not, please contact the Administrator. This Policy Wording and the Policy Schedule together are Your contract of Insurance with the insurer. The Policy contains details of the insurance cover You have bought including what is covered and what is not covered and the terms and conditions of the cover. Please keep both documents in a safe place so You can refer to them again if You need to.

Understanding Your Policy

Please read this document carefully. Certain words and phrases have specific meaning wherever they are shown starting with a capital letter. These meanings are shown in the section 'Definitions' on page 10.

Important Information

If You are a private individual the following applies to You:

Giving Us all the important information

When We accept Your application for this insurance, We will rely on the information You give. You must take reasonable care to provide complete and accurate answers to the questions asked when You take out, or make changes to, Your Policy. If the information provided by You is not complete and accurate the extent of cover may be affected and:

- We may cancel Your Policy and refuse to pay any claim or
- We may not pay any claim in full.

We will write to You if We:

- intend to cancel Your Policy; or
- need to amend the terms of Your Policy; or require You to pay more for Your insurance.

If You become aware that information You have given Us is incomplete or inaccurate, You must inform The Administrator

If You are part of a partnership, a sole trader, a limited company or other legal entity the following applies to You:

Your Duty of Disclosure

Under the Insurance Act 2015 You have a duty to make fair presentation of the risk to Us before this Policy starts, at each renewal and when You make any amendment(s) to cover.

This means You must:

- (a) disclose all material facts of which You know or ought to know.
- (b) make the disclosure in a reasonably clear and accessible way.
- (c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence Our decision as to whether to insure You and, if so, on what terms.

For the purposes of the duty of fair presentation, You are expected to know the following.

- (a) If You are an individual (such as a sole trader or individual partner):
 - what is known to You and anybody who is responsible for arranging this insurance, or
- if You are not an individual (such as a limited company or partnership):
 - what is known to anybody who part of Your organisation's senior management is (this means those people who play significant roles in the making of decisions about how Your activities are to be managed or organised or anybody who is responsible for arranging this insurance.

(b) what should reasonably be revealed by a reasonable search of the information available to You. The information may be held within Your organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, You are expected to have included them in Your enquiries and inform Us if You have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Breach of duty

If You breach Your duty to make fair presentation of the risk to Us, then:

- where the breach was deliberate or reckless, We may avoid this Policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, We would not have agreed to provide cover under the Policy on any terms, We may avoid this Policy and refuse all claims, but We will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, We would have agreed to provide cover under this Policy but on different terms (other than premium terms), We may require that this Policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, We would have agreed to provide cover under this Policy but would have charged higher premiums, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium that We would have charged.

For example: if, due to a breach of fair presentation, We charged a premium of £100 but We should have charged £200, then for any claim submitted and agreed at a settlement value of £1000, You will only be paid £500.

The Cover Levels available are shown in the table below. The Policy Schedule that accompanies this Policy Wording states the cover level You have chosen and the section(s) from this Policy Wording that apply to You. Please check Your Policy Schedule to make sure the cover You have chosen is right for You. If You need to make a change to the Cover You have selected please contact Us immediately

Cover Level	Right for customers who
Complete	need assistance in the event they breakdown, either at home or the roadside, and the vehicle and its occupants taking to a garage for repair. If this is not possible the same day, the vehicle and its occupants will be taken to one destination chosen by the customer or reimbursed for a hire car or hotel accommodation or public transport costs to continue their journey. These benefits are also extended into Europe as well.
Complete with Excess	need Our Complete with Excess cover above which provides cover in Europe as well.

How to contact Us

In the event of a Breakdown

If You have Broken Down and wish to make a Claim then please call Us on one of the following numbers;

In the UK call Us on: **01945 586228**

In Europe call Us on: **+44 1945 586222**

If You are deaf, hard of hearing or speech impaired, please call Us on the above number from the Relay UK app on Your smartphone. More information can be found at www.relayuk.bt.com

What Our operators will need if You Breakdown

- Your name and Policy number
- The Vehicle's make, model and registration number
- The exact location of the Vehicle, such as the road You are on, an identifiable landmark or the unique 3 word combination for your location from what3words.
- What You suspect the nature of the fault is
- The telephone number You are calling from
- They will then arrange for a Recovery Operator to go to the given location as quickly as possible.

Help Us In Order To Help You

Ascertaining your location in the event of a breakdown is a fundamental part of reporting a claim. To make this process as simple, easy and accurate as possible, Emergency Assist have teamed up with what3words.



Street addresses weren't designed for the current day and age. They aren't accurate enough to specify precise locations, such as building entrances, and don't exist for parks and many rural areas. This makes it hard to find places and prevents people from describing exactly where help is needed in an emergency.

what3words divided the world into 3 metre squares and gave each square a unique combination of three words. It's the easiest way to find and share exact locations. Millions of people around the world use what3words to make life safer, more efficient and less frustrating.

what3words does not aim to replace street addressing. Rather, it is a useful addition when street addresses are not accurate enough, and an instant, scalable solution where addresses do not exist.

Compared to current street addressing systems, 3 word addresses are far more accurate, as they refer to a specific 3m x 3m area. As the entire what3words grid is fixed, the 3 word address for a particular location will never change even if buildings or streets are redeveloped.

3 word addresses are unique, unlike street names which are often duplicated, and they are easier to communicate and share with others.

For more information visit www.what3words.com/about

Download what3words from your app store of choice to help us help you in the event of a breakdown.



Need to change Your Policy or make an enquiry?

If You need to make a change to Your Policy You can do so online by visiting www.emergencyassistltd.co.uk and clicking on the 'Existing Members' section.

Alternatively You can call the Administrator to make a change on **01945 586200**.

Please note that any changes to Your Policy are subject to a £7.50 administration charge.

Please note the Administrator's office opening hours are Monday to Friday, 9am to 5pm, with the exception of the breakdown call centre, which is open 24 hours a day, 365 days a year.

Please note

You must tell Us if any of the information in the Policy Schedule is incorrect or if it changes at any point during the Term of Your Policy. If Your circumstances change at any point during the Policy Term You must inform Us as soon as possible. Failure to inform Us of any changes could invalidate parts of Your Policy and mean that You are not covered if Your Vehicle Breaks Down.

- If Your cover includes European travel and You intend to travel to Europe, You must tell Us the dates You will be travelling and the countries You intend to visit AT LEAST 48 HOURS BEFORE YOU TRAVEL. Please note, Your Policy allows You up to 90 days European cover, with a maximum single trip of 30 days. Any Breakdown that happens after 30 continuous days in Europe will not be covered under this Policy
- If You call Us to arrange recovery but then cancel it or if You are not with the Vehicle when a Recovery Operator arrives or if the Vehicle is not in an accessible location when You have told Us it is or no fault is found with the Vehicle when it is inspected by a Recovery Operator, then You will be charged a cancellation fee of £120.00 if within the United Kingdom. If any of the above applies and You are in Europe the cancellation fee is £250.00.
- Please make sure before You call Us that a Recovery Operator will be able to lawfully access the Vehicle (for example if the Vehicle is on private land, such as a campsite),. Otherwise You will have to pay a cancellation charge.
- Any repair carried out by a Recovery Operator is only a Temporary Repair. You must take the Vehicle to a garage immediately afterwards for any permanent repairs to be made. We can ask for evidence of any permanent repairs.
- You are only covered for the Vehicle that is registered when You take out the Policy unless You have told Us of a change during the Term of the Policy.
- You may change the Vehicle on Your Policy up to 4 times during the Term, however, temporary changes of Vehicle are not permitted within this Policy. Please note an administration charge of £7.50 will apply to any change in addition to any change in Insurer Premium where applicable.
- If a change of Vehicle takes place during the Term of the Policy the Inception Period (the first 48 hours where You cannot make a claim) will apply from the date the change takes effect from.
- If any of Your details change during the Term of the Policy, such as Your address, please notify Us immediately.
- In the event of a Breakdown a message forwarding service is available where We can contact someone on Your behalf to inform them of Your situation if You wish.
- We will try to renew Your Policy automatically at the end of the Term. You will be notified of Your renewal up to 28 days in advance of Your renewal date and We will try to take Your payment within 7 days of Your renewal, using the same payment method as You used originally. If You do not want Your Policy to renew automatically, please email Us at renewals@emergencyassistltd.co.uk or call 01945 586200.

Important Information about Your Policy

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915, registered in England and Wales under company number 03034220.

The insurance is administered by Emergency Assist Limited, who are an Appointed Representative of 2Gether Insurance Limited, who are authorised and regulated by the Financial Conduct Authority (Firm Reference Number 579333). Registered office: Exchange Square, Wisbech, Cambridgeshire, PE13 1RA (Company Number 07561225).

You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Definition of Words

Any words that start with a capital letter have specific meanings. Please see the 'Definition of Words' section within this Policy Wording for the meaning of these words.

Conditions of Your Policy

The following conditions apply to Your Policy. If You or any other driver of the Vehicle, do not comply with any of these conditions We may not be able attend a Breakdown and We may cancel Your Policy;

- The Vehicle must be maintained to a good state of mechanical and electrical repair and is of a Roadworthy Condition.
- We will always decide on the best possible way of offering assistance, after taking into account individual circumstances. If the assistance that We offer does not suit Your requirements then You may request alternative/additional assistance on a Paid Basis, the cost of this will be calculated on a case-by-case basis.
- We do not accept any liability for any pets, animals or livestock in the Vehicle when it Breaks Down or during any recovery that follows it.
- You must provide evidence of Your Vehicle's MOT (where applicable) and/or receipts/invoices for any work that has been undertaken as a result of a Breakdown or in the recent past if We ask You to. We may also ask for proof that Your Vehicle has had a Full Service within the last 12 months before the date of Your Vehicle's Breakdown.
- Any Breakdown caused by inadequate repair, unsuccessful DIY or any previous Breakdown the Recovery Operator has attended where they consider the fault is the same, related or similar, and where no full repair has been carried out to correct the fault, will be attended on a Paid Basis only.
- For any further Breakdown for a fault that they have previously attended and where a repair may not have been undertaken to rectify the original cause of Breakdown, they may offer the service of a Recovery Operator but You would have to pay for this service separately as it would be outside of the cover provided by the Policy. If You opted for the paid recovery service and You are then able to provide evidence that the cause of the original Breakdown had been repaired, or it is established that the cause of the Breakdown is unrelated, We will cover the cost under the terms of this Policy.
- If a Recovery Operator attends a Breakdown, You cannot use this as a reason not to pay the cost of repairing or recovering the Vehicle.
- We have the right to refuse, and/or cancel a Policy if anyone:
 - behaves inappropriately towards any employee or representative of Ours by, for example, acting in a threatening or abusive manner, either physically or verbally or;
 - deliberately misleads or fails to tell important details or facts about a Breakdown in order to get Our assistance.
- If either of the above results in Us attending a Breakdown where We otherwise would not have, You will be charged for the attendance afterwards.
- We will make every effort to apply the full range of services described in this Policy. Remote geographical locations or unforeseeable adverse local conditions may mean that We cannot provide the normal standard of service.
- We reserve the right to retrospectively charge you for any costs incurred as a result of providing an incorrect breakdown location.

Definition of Words

- **Accident**

Means where the Vehicle is involved in an incident that happens unexpectedly and unintentionally. This includes ANY collision or impact with a foreign object including pothole damage.

To report an Accident please call: 01945 425 314



- **Administrator**

Means Emergency Assist Ltd

- **Breakdown /Break Down/ Broken Down**

Means the Vehicle is immobile and has stopped working as a result of an electrical or mechanical failure, including the failure of the Vehicle's battery and/or tyres, or as a result of Misfuelling or running out of fuel, but not as a result of accident, fire, flood, theft or act of vandalism.

Please note: The failure of a component (e.g. heating or air condition system) is not a Breakdown unless it results in the Vehicle ceasing to function.

The illumination of any of the Vehicle's warning lights is only a Breakdown if the manufacturer's handbook confirms that immediate attention is required and the Vehicle should not be driven. In all other cases, You need to make Your way to a somewhere it can be repaired and any Breakdown cover within this Policy will not apply.

- **Campervan / Motorhome**

Means any vehicle which has been manufactured or modified, whether professionally or DIY, to provide an element of accommodation in addition to any other facilities. Please note that for the purposes of this policy the DVLA classification of the vehicle is not definitive.

- **Caravan / Trailer**

Means any caravan or trailer that attaches to a vehicle of the following specifications:

Max Weight (gross)	Max Length	Max Width
3.5 tonnes	7.0 metres excluding draw bar and coupling	2.44 metres

- **Claim**

Means any request for assistance, service or a benefit under this Policy.

- **Claims Handler**

Means Emergency Assist Limited

- **Endorsements**

Means additional sections of this Policy Wording, as stated on Your Insurance Schedule, which apply to You and the cover You have purchased.

- **Europe**

For the purpose of this Policy means;

Andorra	Czech Republic	Greece	Luxembourg	Romania
Austria	Denmark	Hungary	Malta	Slovakia
Belgium	Estonia	Ireland	Monaco	Slovenia
Bulgaria	Finland	Italy	Netherlands	Spain
Croatia	France	Latvia	Poland	Sweden
Cyprus	Germany	Lithuania	Portugal	Switzerland

- **Excess**

Means the amount that amount that You must pay towards a claim.

Please note: In the event of a breakdown You will be charged the amount of Excess shown on Your Policy Schedule **before** each call out, in order for one of Our Recovery Operators to attend. Additional information can be found on Your Policy Schedule.



- **Full Service**

Means checks on your braking system, suspension, steering, exhaust, oil, fluids and lights, as well as performing an overall safety check. This should also include a full diagnostic check of the vehicle's engine, transmission and components including your vehicle's battery. It also includes fluids and items replaced (in accordance with the manufacturer's service schedule) as required.

- **Home**

Means the address where the Policyholder permanently lives in the United Kingdom, as shown on Your Policy Schedule.

- **Inception Date**

Means the date Your Policy starts as shown on Your Policy Schedule.

- **Inception Period**

Means a period of 46 hours from the Inception Date before You, or anyone driving the Vehicle, is able to make a Claim on this Policy.

- **Market Value**

Means a reasonably determined value for Your Vehicle, using recognised industry data (such as Glass's guide), based upon, but not limited to, vehicles of an equivalent age, make, model and mileage.

- **Misfuel / Misfuelling**

Means where the Vehicle's fuel tank has been filled with an incorrect fuel type (e.g. by putting diesel in a petrol Vehicle or petrol in a diesel Vehicle).

- **Nationwide**

Means If the Vehicle cannot be repaired within the same working day We will arrange to transport the Vehicle, You and up to six passengers (7 people total) to Your Home or chosen destination subject to the terms of Your Policy.

- **Paid Basis**

Means assistance that You will have to pay for separately outside the terms of this Policy because the circumstances aren't covered under Your Policy.

- **Policy**

Means the with the Policy Wording and Your Policy Schedule.

- Policyholder**
 Means the person named on the Policy Schedule.
- Policy Schedule**
 Means the document containing Your name, address, Vehicle details, Term of cover and other important information about Your Policy which must be read with the Policy Wording.
- Policy Wording**
 Means this document.
- Recovery Operator**
 Means any person appointed or instructed by Us to provide breakdown assistance services on Our behalf.
- Reimbursement Basis**
 Means any payment to be paid to You after the Breakdown, usually within 28 days.
- Roadworthy Condition**
 Means that the Vehicle has been driven regularly within the last 30 days and maintained in line with the manufacturer's guidelines, it holds a current UK MOT certificate where appropriate, is taxed, Insured, there are no known faults with the Vehicle and has had a Full Service within the last 12 months.
- Suitable Garage**
 Any qualified mechanic or garage which is suitable for the type of repair required and where the initial work undertaken can be evidenced in writing. Please note that opening hours do not affect suitability and if a garage is not provided, We will take Your Insured Vehicle to the nearest appropriate dealer instead.
- Temporary Repair**
 Means a repair carried out at the roadside by a Recovery Operator that will allow the Vehicle to be driven safely but which will still need to additional investigation or work to prevent a further Breakdown.
- Term**
 Means the duration of this Policy, which is for 12 months, starting on the Inception Date shown on Your Policy Schedule.
- Track Day**
 Means Your Vehicle is being driven for any reason on a racing track, restricted or closed road, on an airfield or at an off-road event.
- Trip**
 A journey abroad in Your Vehicle to the countries of Europe, beginning and ending in the UK.
 Please note: Cover only applies to Trips that are no longer than 30 days in a row. Also, Trips are only covered for 90 days in total during the Term of this Policy.
- United Kingdom / UK**
 Means England, Scotland, Wales, Northern Ireland.
- Vehicle**
 Means any private car, van or motorcycle which is registered at the Home address as shown on the Policy Schedule and which complies with the following specifications. The General Exclusions section on page 19 of this Policy Wording gives full details of Vehicles which are not covered by this Policy.

Max Weight (gross)	• Max Length	• Max Width
3.5 tonnes	• 6.0 metres	• 2.3 metres

- We / Us / Our**
 Financial & Legal Europe Limited, the Administrator or Claims handler acting on their behalf.
- You / Your**
 Means the person(s) named on the Policy Schedule and/or any other authorised occupant of a Vehicle.

Your Cover

Policy Types

The level of cover will be shown on Your Policy Schedule. Please also refer to any Endorsements which relate to the cover You bought.

- **Vehicle Cover** - Following a Breakdown, We will provide assistance in line with the terms of this Policy for any Vehicle(s) show on the in the Policy Schedule. We might not offer assistance under this Policy for any Vehicle(s) not shown on the Policy Schedule. If You get any other Vehicle(s) during the Term of this Policy which You want include under this Policy You must inform Us immediately.

SECTION A: Homestart in the UK

Your Policy includes assistance if Your Insured Vehicle Breaks Down at Home or within one (1) mile of Your Home. The most We will pay for one Breakdown, including any reimbursement costs, is £2,000, or the current Market Value of the Vehicle, whichever is lower. You can make an unlimited number of callouts during the Term of this Policy.

What is covered

If Your Vehicle has Broken Down within the United Kingdom, and is within one (1) mile of Your Home We will instruct a Recovery Operator to;

1. Attend the scene of the Breakdown and where possible carry out a Temporary Repair, and/or,
2. take the Vehicle to a suitable garage. The garage may be chosen by You but must be within a 25 mile radius of the site of the Breakdown.

If the Breakdown is the result of a flat, blown or punctured tyre, one of the following three services will be instructed. Please note that if We are not given the correct information about the availability or condition of a spare or space saver wheel, only the original service offered shall be honoured:

1. If You have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a Recovery Operator will replace the wheel.
2. If both the locking wheel nut key, and space saver wheel are not easily available You can arrange for a mobile tyre fitter to attend. The call out charge of this will be covered by Your Policy on a Reimbursement Basis up to a maximum of £40.00, but the cost of any parts or tyre(s) required will be dealt with on a Paid Basis.
3. If the locking wheel nut, space saver wheel or inflation kit are not easily available and You cannot arrange for a mobile tyre fitter is to attend Your Vehicle will be taken to the nearest garage able to carry out a repair. This is where Our assistance will end.

What is not covered

1. Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.
2. Any Breakdown which takes place more than one (1) mile from Your Home.
3. Any Reimbursement request where You are unable to clearly evidence the call out cost independently of the parts or tyre.

SECTION B: Roadside in the UK

Your Policy includes assistance if Your Vehicle Breaks Down at the roadside. You can make an unlimited number of callouts during the Term of the Policy. The most We will pay for any claim Breakdown, including any reimbursement costs, is £2,000, or the current Market Value of the vehicle, whichever is the lower amount.

What is covered

If Your Vehicle has Broken Down in the United Kingdom, and more than 1 mile from Your Home, We will instruct a Recovery Operator to either;

1. Attend the scene of the Breakdown and where possible carry out a Temporary Repair, or,
2. Take the Vehicle to the nearest suitable garage.

One of the above options will be arranged by Our experienced team taking into account Your location, the time of day, the type of repair needed, the number of passengers etc.

If it is clear when You call that a Temporary Repair will not be possible at the roadside, We will arrange to take You, Your Vehicle and up to six passengers to the nearest suitable garage straight away. Again, We will take the circumstances into account.

Please note that We will not attend again the next day, or at any other point in time, to redeliver the Vehicle to a preferred location, if this was not available at the time of the Breakdown.

Important: In the event the Breakdown is as a result of a flat, blown or punctured tyre the following will apply:

1. If You have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a Recovery Operator will replace the wheel.
2. If both the locking wheel nut key, and space saver wheel are not easily available You can arrange for a mobile tyre fitter to attend. The call out charge of this will be covered by Your Policy on a Reimbursement Basis up to a maximum of £40.00, but the cost of any parts or tyre(s) required will be dealt with on a Paid Basis.
3. If the locking wheel nut, space saver wheel or inflation kit are not easily available and You cannot arrange for a mobile tyre fitter to attend Your Vehicle will be taken to the nearest garage able to carry out a repair. This is where Our assistance will end.

What is not covered

1. Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.
2. Any Breakdown which happens within one (1) mile from Your Home.
3. A breakdown which happens outside of the UK.

SECTION C: National Recovery

If We are unable to carry out a Temporary Repair to the Vehicle in the United Kingdom We will decide (based upon whichever is, in Our opinion, closest to the site of Breakdown), one of the following;

1. To take the Vehicle, and any Caravan or Trailer where applicable, the driver and up to six passengers to the nearest suitable garage able to carry out a repair
2. Your intended destination
3. Your Home

Please Note: If the attending Recovery Operator is unable to transport You or any Passengers within the recovery vehicle, You can arrange Your own alternative travel arrangements, (subject to the Policy limits as set out in the 'Onward Travel in the UK' section of this Policy Wording). if You decide to take a for taxi however, the most We would pay is £40.00.

Section D: Onward Travel in the UK

Your Policy includes national recovery or onward travel for the driver and up to six passengers if Your Vehicle cannot be repaired on the same day as recovery taking place. The most We will pay for any Breakdown, including any reimbursement costs, is £2,000, or the current Market Value of the Vehicle, whichever is lower amount. You can make an unlimited number of Claims during the Term of this Policy.

What is covered

If Your Vehicle cannot be repaired at the roadside and is taken to a suitable garage and repairs cannot be carried out on the same day, then, provided You asked for our help at the same time as the Breakdown We will pay for one of the following;

1. The cost of alternative second class rail travel for the driver and up to six passengers to one destination within the United Kingdom up to £40.00 per person. This will also include a return journey for one person to collect the Vehicle once the repairs are completed. OR
2. If the Breakdown happened more than 25 miles from Your Home, We will repay You the cost of one night's hotel accommodation (not including food and drink) for the driver and up to six passengers. of the most We will pay is £40 per person or £280.00 for everyone whichever is cheaper. OR
3. If the Breakdown happened more than 25 miles from Your Home the cost of a suitable self-drive hire car for up to 72 hours, or £250.00, whichever comes first, to allow You to complete Your journey.
4. The cost of a taxi fare to take driver and any passengers (up to) £40 per person, provided that the total amount We pay is no more than the total taxi fare.
5. Taking of Your Vehicle and up to six passengers to Your Home address or chosen location.

Important: You must get Our approval before any of the above action is taken. Each option is on a Reimbursement Basis only and will not be paid for in advance by Us. Receipts and/or invoices can be sent to Us at the address or email on page 21 of this Policy Wording.

What is not covered

1. Any hire car where You do not comply with the usual terms and conditions of the hire car company.
2. We will not cover the cost of;
 - delivery or collection of the hire car and the cost of any fuel in doing so
 - any fuel used by You or any other driver during the period of hire
 - any Excess payable for the replacement car
3. Fines, parking charges, tolls and any congestion charges which charged for the hire car.
4. We will not supply a hire car of any specific make, model or type, or specially adapted vehicles.
5. We will not cover the cost of any food and/or drink for You or any other driver or any passengers.

SECTION E: Roadside in Europe

Your Policy includes assistance if Your Vehicle Breaks Down at the roadside during a Trip in Europe. For annual cover, You can make an unlimited number of callouts during the Term of this Policy. For Single Trip European Cover You can only make 1 Claim during the Term of this Policy. Please see Your Policy Schedule for details.

The most We will pay for any Breakdown, including any reimbursement costs, is £2,000, or the current Market Value of the Vehicle, whichever is lower amount.

On motorways always use the emergency telephones as these pinpoint Your exact location. The Police may arrange for Your recovery from the motorway. In this case contact Us when You reach an ordinary phone or use a mobile. We will help you from the location where the authorised recovery services have taken You to.

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 will have to pay this

What is covered

If Your Vehicle Breaks Down during a Trip in Europe We will instruct a Recovery Operator to go to the scene of the Breakdown and where possible carry out a Temporary Repair to Your Vehicle. If a Temporary Repair is not possible, We will also arrange for You, Your Vehicle and up to six passengers to be taken to the nearest suitable garage.

If it is clear when You call Us that a Temporary Repair will not be possible at the roadside, We will arrange to take You, Your Vehicle and up to six passengers to the nearest suitable garage straight away.

This decision will be based on the particular circumstances of the situation.

If the Breakdown is as a result of a flat, blown or punctured tyre the following will apply:

1. If You have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a Recovery Operator will replace the wheel.
2. If both the locking wheel nut key, and space saver wheel are not easily available You can arrange for a mobile tyre fitter to attend. The call out charge of this will be covered by Your Policy on a Reimbursement Basis up to a maximum of £40.00, but the cost of any parts or tyre(s) required will be dealt with on a Paid Basis.
3. If the locking wheel nut, space saver wheel or inflation kit are not easily available and You cannot arrange for a mobile tyre fitter to attend Your Vehicle will be taken to the nearest garage able to carry out a repair. This is where Our assistance will end.

Important: You must get Our approval before any of the above action is taken. Each option is on a Reimbursement Basis only and will not be paid for in advance by Us. Receipts and/or invoices can be sent to Us at the address or email on page 21 of this Policy Wording.

What is not covered

1. Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.
2. Any Claim where the Vehicle is not in Europe.
3. We will not pay to make the vehicle secure or any other costs relating to the repair of Your vehicle once You have returned to the UK.
4. Any Reimbursement request where You are unable to provide proof of the cost of the call out separately from the cost of the parts or tyre.

SECTION F: Onward Travel in Europe

Your Policy includes onward travel for the driver and up to six passengers if Your Vehicle cannot be repaired on the same day as recovery.

The most We will pay for any Breakdown, including any reimbursement costs, is £2,000, or the current Market Value of the Vehicle, whichever is lower amount.

What is covered

If Your Vehicle cannot be repaired at the roadside and is taken to a suitable garage and repairs cannot be carried out on the same day, then, provided You asked for our help at the same time as the Breakdown We will pay for one of the following;

1. The cost of alternative second class rail travel (or the equivalent road travel) for the driver and up to six passengers to one destination within Europe up to £40.00 per person. This will also include a return journey for one person to collect the Vehicle once the repairs are completed. OR
2. We will repay You the cost of three night's hotel accommodation, (not including food and drink), for the driver and up to six passengers. The most We will pay is £40.00 per person or £840.00 for everyone whichever is cheaper. OR
3. The cost of a suitable hire car for up 7 days, or £350.00, whichever comes first, to allow You to complete Your journey.
4. In event that the Vehicle cannot be repaired within 7 days we shall repatriate Your vehicle back to the UK. It is important to note that:
 - a) any repatriation is to be authorised by Us
 - b) the costs do not exceed the Market Value of Your Vehicle in its current state of repair
 - c) that the total of all of the costs for Your Breakdown is not more than the £2,000 Policy limit

Important: You must get Our approval before any of the above action is taken. Each option is on a Reimbursement Basis only and will not be paid for in advance by Us. Receipts and/or invoices can be sent to Us at the address or email on page 21 of this Policy Wording.

What is not covered

1. Any hire car where You do not comply with the usual terms and conditions of the hire car company.
2. We will not cover the cost of;
 - delivery or collection of the hire car and the cost of any fuel in doing so
 - any fuel used by You or any other driver during the period of hire
 - any Excess payable for the replacement car
3. Fines, parking charges, tolls and any congestion charges which charged for the hire car.
4. We will not supply a hire car of any specific make, model or type, or specially adapted vehicles.
5. We will not cover the cost of any food and/or drink for You or any other driver or any passengers.

Section G: Misfuel Extra

What is covered

If the Vehicle is accidentally Misfuelled, in addition to the standard Misfuel cover within the Policy, We will arrange for the:

1. Draining and flushing the fuel tank on site using a specialist roadside assistance.
2. 10 litres, or £20.00 (whichever is lower), of the correct fuel type to be refill the fuel tank.

If it is not possible to undertake the above at the location where the Vehicle is located at the time of Your Claim, the Vehicle will be taken to the nearest suitable garage in line with the standard Policy benefits.

What is not covered

1. Fuel, other than the 10 litres of correct fuel to refill the fuel tank after draining and flushing out the contaminated fuel.
2. Any Misfuelling which happens outside the UK.
3. Any claim resulting from anything other than the intended fuel type being added to the fuel system..
4. Any defect which is NOT a direct result of Misfuelling or a defect which existed before the Misfuelling happened.
5. More than two Claims in any Policy Term.

Section H: Lockout Cover

What is covered

If, during the Term of this Policy, You are unable to get into to a Vehicle, due to the keys or fob being lost, stolen, broken or damaged, or locked inside the Vehicle, We will:

1. Take the Vehicle to a suitable place of repair within 25 miles of the scene of the Breakdown.
2. Instruct a Recovery Operator to attend and attempt to gain entry to Your Vehicle with a Lockout Kit, enabling You to complete Your journey.

What is not covered

1. Any Claim for a Vehicle not stated on Your Policy Schedule.
2. Any Claim for something that happens before the Inception Date of this Policy.
3. Any Claim more than £2000 or the market value of the Vehicle, whichever is lower amount.
4. Any claim where there is a spare key/fob present with the Vehicle.
5. The cost of any replacement parts or required labour. This includes, for example, new keys, fobs or coding of alarm/immobiliser systems.

General Exclusions

The following exclusions apply to all sections of Your Policy. We will not pay:

1. Any Claim for anything which happens during the Inception Period.
2. If the Vehicle is not in a Roadworthy Condition when it Breaks Down. The Vehicle must also have the correct fluid levels (for example oil and coolant).
3. Any Claim for broken glass.
4. Any Claim which is the result of an Accident. Please the definition of 'Accident' on page 10.
5. Any Claim resulting from the Vehicle's lights, radio, third party electronic devices or any chargers being left on, by anyone.
6. Any Vehicle that is being used, or has been modified for use, in motor racing, rallies, speed or endurance events.
7. Any Vehicle which requires specialist repairs as a result of modification of any kind unless previously agreed by Us.
8. Any Claim which results from the assistance provided by a Recovery Operator. In this instance You will contact the Recovery Operator directly. Details can be provided upon request.
9. Any Claim where this Policy is being used by the Policyholder or any other driver of the Vehicle to avoid the cost of repairing or recovering the Vehicle, such as moving a Vehicle to an alternative place of repair.
10. Any Claim for a Vehicle which is already at a garage or other place where it can be repaired.
11. Any Claim for a Vehicle which does not have a current valid MOT (where applicable) and/or is not taxed at the time of reporting a Breakdown, fully Insured and maintained in line with the manufacturer's guidelines and a Full Service within the last 12 months preceding the breakdown.
12. Any Claim where Your Vehicle warning lights are activated but the Vehicle is not immobilised. The lighting up of any of the Vehicles warning lights will only count as a Breakdown if the manufacturers handbook confirms that immediate attention is required and the Vehicle should not be driven.
13. Any Claim for a Caravan or Trailer which Breaks Down. If Your Vehicle Breaks Down whilst towing a Caravan or Trailer, We will arrange for Your Caravan or Trailer be taken to the same location as Your Vehicle.
14. Any Claim for taking Your Vehicle to more than one destination including a second recovery or attendance by a Recovery Operator as the original destination was not able to accept Your vehicle for any reason. In this scenario the Recovery Operator shall be instructed to leave Your Vehicle as close as is safely possible to the original requested destination.
15. Any Claim where a garage or other place of repair is undertaking work on Your Vehicle.
16. Any charges incurred by You before You notify Us of the of Breakdown.
17. Any Claim for a minibus, horsebox or Campervan/Motorhome.
18. Any Claim where We can show that this Policy is being used by the Policyholder or any other driver of the Vehicle to avoid the cost of repairing or recovering the Vehicle or where a known fault existed with the Vehicle prior to the Inception Date, any Claim shall be refused.
19. Any Claim where the Vehicle is immobile as a result of being immersed in mud, snow, sand or water or any Breakdown which results from it.
20. For any Breakdown as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven Vehicle.
21. For any Vehicle being used for, or in connection with, any private or public hire, or any courier or delivery services, including removal services Driver Instructor Vehicles.
22. The cost of any parts, components, lubricants, labour or materials required to repair Your Vehicle
23. The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.
24. Any Breakdown where Your Vehicle is not accessible when We have been told that it is.
25. The cost of any specialist recovery equipment required as a result of Your Vehicle being in an inaccessible location, for example a multi-storey car park.
26. Any Claim for recovering Your Vehicle which cannot be done safely and legally.

27. Any Claim where money is owed to Us under this Policy.
28. Any Claim for, or relating to, loss or damage to the contents of Your Vehicle.
29. Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering Your Vehicle.
30. Any charges or costs incurred by You as a result of You deciding to scrap Your Vehicle.
31. Any Claim for any financial loss You may incur as a result of the Breakdown, such as loss of earnings, missed appointments or missed flights, trains or other pre-purchased transport tickets.
32. Any Claim for Assistance following a Breakdown or Accident attended to by the police, highways agency or other emergency service, until the services concerned have authorised the vehicles removal. If the police, highways agency or emergency service insist on recovery by a third party for any reason, the cost of this must be met by You.
33. Penalties for delay or detention or anything connected with guarantees of performance or efficiency, which are directly, or indirectly, caused by or is a result of:
 - a) earthquake
 - b) war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, or nationalisation
 - c) riot or civil commotion outside the UK, the Isle of Man, and the Channel Islands
34. Any Claim for loss or destruction of, or damage to, any property or any loss or expense as a result of the loss or destruction of, or damage to, any property
35. Any Claim caused by, or contributed to by, or arising from ionising radiations or contamination by radioactivity from the combustion of nuclear fuel
36. Any Claim for damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
37. Any Claim for liability, which is incurred as a result of any other agreement.
38. Any Claim caused by or contributed to, or arising from one single event where the use or operation of any system, software, malicious code, virus, process or any other electronic system, intended to inflict harm, impacts Your Vehicle and other vehicles simultaneously.
39. Any claim if paying it would expose Us to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Law Applicable

Unless specifically agreed to the contrary prior to Policy inception, this Policy shall be subject to English Law.

Language

This policy is written in English and all correspondence entered into shall be in English.

Nature Of Emergency Breakdown Cover

Recovery Operators are trained and equipped to undertake temporary roadside repairs where applicable and are not in a position to comment on the general roadworthiness or safety of a vehicle, before, during or after a Breakdown or repair. Also, the completion of an emergency repair does not guarantee the general roadworthiness of the Vehicle and You should always get further repairs from a garage or alternative place of repair.

What To Do If You Have A Complaint

We realise that things can go wrong and there may be occasions when You feel that We have not provided the Policy or service You expected. When this happens We want to hear about it so that We can try to put the matter right. It is important You know that We are committed to providing an exceptional level of service and customer care.

If Your complaint is about the sale, administration or relating to a claim under this this Policy, please contact:

Emergency Assist Limited

Telephone: 01945 586200

Email: complaints@emergencyassistltd.co.uk

Complaints Department
Emergency Assist
Exchange Square
Wisbech
Cambridgeshire
PE13 1RA

They will contact You within three days of receiving Your complaint to inform You of what action they are taking. They will try to resolve the problem and give You an answer within four weeks. If it will take them longer than four weeks, they will tell You when You can expect an answer.

If Your complaint is about the Policy please contact

Complaints Manager
Policy Excess Insure Ltd t/a PEX Insure
71-75 Shelton Street
London
WC2H 9JQ

Referring your complaint to the Financial Ombudsman Service

If You are unhappy with their response to Your complaint, or You have not received a response within 8 weeks of the date they received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but You must do so within 6 months of receiving their final response. Further information can be found at: www.financial-ombudsman.org.uk.

The Financial Ombudsman Service exists to help resolve complaints when We have not been able to resolve matters to Your satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service, Exchange Tower,

Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline)

0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect Your legal rights.

Data Protection

We are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is Financial & Legal Insurance Company Limited. Below is a summary of the main ways in which We process Your personal data.

How We use Your Personal Data and who We share it with

We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide You with information, products or services that You request from Us or which We feel may interest You. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

Sensitive Personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by Us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in Our notice.

Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

The personal data that We collect from You may be transferred to, processed, and stored at, a destination outside the UK and European Economic Area ("EEA"). We currently transfer personal data outside of the UK and EEA to the USA and Israel. Where We transfer Your personal data outside of the UK and EEA, We will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You have any questions concerning Our use of Your personal data, please contact The Data Protection Officer Financial and Legal Insurance company Limited

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We are unable to meet Our obligation to You under this contract. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

The Insurer

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England and Wales under company number 03034220.

Cancellation Of Your Policy

If You cancel this Policy within 14 days from the day You bought it or the date You received all of the documents (whichever date is later) You will receive a full refund of premium less Our administration fee of £10.00.

If you have made a claim during this period there will be no refund of premium.

If You cancel your Policy after 14 days You will not receive any refund of premium.

Please contact Us as below:

Telephone: 01945 586200

Email: enquiries@emergencyassistltd.co.uk

Cancellation by Us

We will only cancel this Policy immediately if You commit fraud. If We cancel Your Policy, We will write to You at the most recent address We have for You.

Your Policy also will end automatically if You do not pay any premium when it becomes due. If this happens, You will be contacted requesting payment within 14 days. If We do not receive payment within this period, You will be written to again notifying You that Your policy will be cancelled.

If there is a change to the risk which means that We can no longer provide You with insurance cover, or if You display threatening or abusive behaviour towards Us or the Administrator We will give 60 days' notice, in writing to the most recent address that We have for You, that Your Policy has been cancelled.

Fraudulent Claims Or Misleading Information

If any claim made by You or anyone acting on Your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, We may:

- not pay Your claim; and
- recover (from You) any payments we have already made in respect of that claim; and
- terminate Your insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If this Policy is terminated from the time of the fraudulent act, We will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

If You fail to satisfy the terms of Your Policy, We may choose to cancel Your Policy during the Term of Insurance by giving You 30 days.

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Google Play and the Google Play logo are trademarks of Google LLC.



**EMERGENCY
ASSIST LTD**

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Exchange Square
Wisbech
Cambridgeshire
PE13 1RA