

road rescue - policy wording

Status disclosure

This policy is administered by Auto Legal Protection Services Limited (ALPS), ALPS registered address is Sunnyside Mill, Highfield Road, Congleton, CW12 3AQ and company registration number is 3676991.

ALPS is authorised and Regulated by the Financial Services Authority (FSA) (FSA register number 300906).

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Group. Inter Partner Assistance is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK regulated by the Financial Services Authority (FSA) (FSA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. (Company number FC008998)

AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

This insurance is governed by the laws of England and Wales.

Important information

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow for the policy to work.

Cancellation

If you find that this cover does not meet your needs, please contact ALPS on 0844 848 1200 within 14 days of receiving this document and they will arrange for us to cancel this policy. You will receive a refund of your premium provided you have not made any claims.

Meaning of words

Wherever the following words and phrases appear in bold in this document, they will always have the

1. We. Us. Our

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

In the Data Protection Act and Alternative format sections of this policy 'we' also means ALPS.

2. Vehicle Policy

This policy covers breakdown assistance for the specific vehicle(s) shown on your policy schedule. These are the only vehicle(s) that this cover applies to.

Respectively, the policyholder(s) named on the schedule or any person driving an insured vehicle, and any passengers in the insured vehicle. (We will only assist up to eight people including the driver. This increases to 17 for minibuses.)

4.Vehicle(s)

Vehicle means the car, motorcycle, minibus or light van which is:

- no longer than 7 metres:
- no heavier than 3,500 kilograms;
- not higher than 3 metres;
- no wider than 2.25 metres;
- under 17 years old since first registration for European assistance;
- shown on your policy schedule.

If the vehicle you are in breaks down while you are towing a caravan or trailer, we will recover the vehicle and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.3 metres wide

The vehicle you are travelling in must carry a serviceable spare tyre and wheel, and a key that will let us remove a wheel secured by wheel nuts for the vehicle, caravan or trailer, if it is designed to carry

The last address (in the UK) you gave to ALPS as being where you permanently live or where you keep vour vehicle.

6. Breakdown

Not being able to use the vehicle because of:

- a mechanical breakdown:
- an accident: vandalism:
- a fire;
- a theft or an attempted theft;
- a flat tyre; a flat battery;
- it having no fuel;
- misfuelling:
- missing or broken keys. We will arrange for roadside assistance and local recovery if appropriate. However you will be responsible for paying any incremental costs.

7. Territorial Limits

UK: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

For European breakdown cover (section F only) this also includes Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Malta, the Republic of Cyprus, the Vatican City and other islands that belong to these countries and that are in Europe.

8. Period of cover

The period of time which the insurance applies to and that is shown on your policy schedule.

A trip between your home in the UK and a place abroad, within the territorial limits. The trip must not be longer than 90 days in a row

10. Luggage

Suitcases or other bags that contain personal belongings for your journey.

11. Misfuelling

Accidental and involuntary filling of the fuel tank with inappropriate fuel for the insured vehicle.

The cover provided under each section is subject to the General Conditions and General Exclusions detailed in sections G and H.

How to claim

To get UK emergency help phone: 0845 600 5801 or 01737 815289

PLEASE NOTE THAT **YOU** MAY INCUR A CHARGE IF **YOU** USE A MOBILE PHONE TO CALL

If you need Breakdown Assistance in Europe, please call: 00 44 1737 815289

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word "breakdown" to **+44 (0) 7624 808 266**.

You should have the following information available:

- The vehicle's registration number.
- Your name, home postcode and contact details. Your policy number.
- The make, model and colour of the **vehicle**. The location of the vehicle.
- An idea of what the problem is.
- SOS Box number (where applicable).

If you break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the above number.

You will only be able to claim the services we provide by contacting the emergency helpline

Section A - Roadside Assistance & Local Recovery

The cover in this section will only apply if premium has been paid

- If the vehicle breaks down more than 1 mile from your home, we will arrange and pay for a breakdown vehicle to come to the vehicle (for up to one hour) to try to get it working again.
- If the vehicle cannot be made safe to drive at the place you have broken down, we will arrange and pay for the vehicle, the driver and up to seven passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. You must pay the costs of any repairs.

What is not covered

- A **breakdown** at or within 1 mile from **your home.**Anything mentioned in the general exclusions. (Please see section G.)

tion B – Nationwide Recovery in the UK

The cover in this section applies in addition to the cover shown in Section A. It will only apply if it is shown on your current policy schedule and if the premium has been paid.

If the vehicle cannot be made safe to drive at the place you have broken down, and cannot be repaired the same day at a suitable local garage, we will choose the most appropriate solution from one of the following options:

Option 1: nationwide recovery: we will take the driver and up to seven passengers, together with the vehicle, at your request, to either where you were originally travelling to or your home address. We will then arrange for the vehicle to be taken to a suitable repairer for it to be repaired at your cost, provided this can be done in one journey.

Option 2: overnight accommodation: we will pay the costs for bed and breakfast for one night only. We will pay up to £150 for each person (up to a maximum of £500).

Option 3: 24-hour UK hire vehicle: we will pay for a hire vehicle (with an engine of up to 1600cc, for up to 24 hours.) **You** will be responsible for returning the hire **vehicle** and collecting **your** repaired vehicle. You must meet the conditions of the hire-car company to be able to hire a car.

Emergency Driver:

In addition to the benefits above, if the driver cannot drive because of an injury or illness acquired during a journey, and there is no one else able or qualified to drive the vehicle, we will provide, and pay for, a driver to finish the journey or return the vehicle and passengers to the place you were originally travelling from. You will need to provide a medical certificate for the driver before we provide this benefit.

What is not covered

- A breakdown at or within 1 mile from your home.
- Anything mentioned in the general exclusions, (Please see section G.)

Section C - Homestart in the UK

The cover in this section applies in addition to the cover shown in Sections A and B. It will only apply if it is shown on your current policy schedule and if the premium has been paid.

What is covered

- If the **vehicle** breaks down anywhere at or within 1 mile from **your home, we** will arrange and pay for a breakdown **vehicle** to come to where **you** are for up to one hour to try to get the **vehicle** working again.
- If the vehicle cannot be made safe to drive at the place you have broken down, we will arrange and pay for the vehicle, the driver and up to seven people to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. You must pay the costs of any repairs.

Anything mentioned in the general exclusions. (Please see section G.)

Section D - Message Service

We can get a message to a person you have chosen, if your journey has been delayed as a result of a breakdown, an accident or an act of vandalism within the territorial limits and within the period of cover. You can request up to two messages per breakdown.

Section E - Misfuelling in the UK

The cover in this section applies in addition to the cover shown in Sections A or B or C.

What is covered

- Draining and flushing the fuel tank on site using a specialist roadside vehicle or
- Recovery of the vehicle, the driver and up to seven passengers to the nearest repairer to drain and flush the fuel tank
- Replenishing the fuel tank with 10 litres of the correct fuel.
- Up to a maximum number of 3 claims per annum, per vehicle.
- Up to a maximum value of £250 per claim.

What is not covered

- You will be responsible for paying any costs in excess of £250 per claim.
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- Where misfuelling occurs outside the UK.
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- Mechanical or component damage to your vehicle whether or not caused as a result of misfuelling or the cost of hiring an alternative vehicle in the event mechanical or component damage is sustained.
- Any defect which is deemed NOT to be a direct result of **misfuelling** or a defect which existed before the incident of misfuelling.
- Any vehicle or vehicles other than the vehicle or vehicles listed on the policy schedule.
- Anything mentioned in the general exclusions. (Please see section G.)

Section F - European Breakdown

The cover in this section applies in addition to the cover shown in Sections A, B, C, D and E. It will only apply if it is shown on your current policy schedule and if the premium has been paid.

The benefits shown under section F4 below also apply in the UK, as long as you break down during your journey.

F2 - Help at the roadside and towing in Europe

- If your vehicle breaks down, we will arrange and pay for a breakdown vehicle to come to where the vehicle is for up to one hour to try to get the vehicle working again.
- If your vehicle cannot be made safe to drive at the place you have broken down, we will arrange and pay for your vehicle, the driver and up to seven passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. You must pay the costs of any repairs
- After the theft or attempted theft of the vehicle or its contents, we will pay the costs of repairing the damage or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make your vehicle secure.
- If your vehicle breaks down as a result of misfuelling, we will arrange and pay for your vehicle, the driver and up to seven passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired at your cost.

What is not covered

- We will not pay any amounts for making the vehicle secure once you have returned to the UK.
- Anything mentioned in the general exclusions. (Please see section G.)

F3 - Delivering replacement parts

What is covered

If replacement parts are not available locally to repair the vehicle after a breakdown, we will arrange and pay to have the parts delivered to you or an agreed place as quickly as reasonably

What is not covered

- The actual cost of replacement parts and any customs duty. You must pay us this using a credit card or debit card or any other payment method we agree is suitable
- Any amount for getting parts, if the replacement parts can be bought locally.
- Anything mentioned in the general exclusions. (Please see section G.)

F4 - Not being able to use your vehicle

What is covered

If during your journey your vehicle breaks down and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, we will arrange and pay for the most appropriate solution from one of the following options:

- To move **you, your** passengers and luggage to where **you** were originally travelling to, and then, once your vehicle has been repaired, take you back to your vehicle or bring your vehicle to you:
- The cost of hiring another car while your vehicle is being repaired. We will pay up to £70 a day and £750 in total, as long as you are able to meet the conditions of the hire-car company: or We will pay for bed and breakfast costs of up to £40 for each person each day (£500 in total for
- everyone in **your** group) while **your vehicle** is being repaired, as long as **you** have already paid for your original accommodation and you can't get your money back.

What is not covered

- The cost of fuel or lubricants vou use in the hire vehicle.
- Replacement parts.
- Any insurance you have to pay to the hire-car company.
- Anything mentioned in the general exclusions. (Please see section G.)

F5- If you become ill or injured and can't drive

What is covered

If, during the **journey**, the **driver** cannot drive because of an injury or illness, and there is no one else able or qualified to drive the **vehicle**. **we** will provide, and pay for, a driver to finish the journey or return the vehicle and passengers to the place you were originally travelling from. You will need to provide a medical certificate for the driver before we provide this benefit.

What is not covered

Anything mentioned in the general exclusions. (Please see section G.)

F6 - If you can't use your own vehicle to get home

If after a **breakdown your vehicle** is still not repaired or safe to drive when it is time for **you** to go home, we will pay for suitable transport to get you, your passengers and your luggage to your home, and up to £150 towards other travel costs in the UK while you wait for your own vehicle. We will also pay storage charges (up to £100) while your vehicle is waiting to be repaired, collected or taken to the UK.

 $\ensuremath{\text{We}}$ will then choose the most appropriate solution from the following options:

- take **your vehicle** to **your home** or **your** chosen repairer in the UK or pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for you to go to get your vehicle once it has been repaired.

What is not covered

- Any costs you would have paid anyway for travelling home.
- The costs of returning your vehicle to the UK if we believe that the cost of doing so would be greater than the market value of your vehicle in the UK, after the breakdown.
- The costs of returning your vehicle to the UK if repairs can be done locally and you are not willing to allow this to happen
- Anything mentioned in the general exclusions. (Please see section G.)

Section G - General exclusions that apply to all parts of this policy

- Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time. except for benefits shown under section A, which are available immediately.
- The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts. You will be responsible for the cost of draining or removing contaminated fuel under European Assistance. (Section F).
- 3 The cost of paint-work and other cosmetic items.
- Labour costs for more than one hour of roadside help.
- The cost and guaranteeing the quality of repairs when the $\mbox{\bf vehicle}$ is repaired in any garage the 5. vehicle is taken to.
- Any costs for vehicles, which have not been maintained and used in line with the manufacturer's
- Any call-out or recovery costs in the UK after a breakdown where the police or other emergency services insist on the vehicle being picked up immediately by another organisation. You will have to pay any fees to store or release the vehicle.
- Any toll or ferry fees incurred by the driver or the driver of the recovery vehicle.
- Help or recovery if the vehicle is partly or completely buried in snow, mud, sand or water.
- 10. Damage or costs that arise from us trying to get into the vehicle after you have asked for help.
- 11. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to. (For example, a loss of earnings, the cost of food and drink and costs we have not agreed beforehand.)
- 12. Loss or damage to personal possessions you leave in your vehicle.
- 13. Moving animals. We will decide whether or not to move any animal from the vehicle, and if we agree to do this it will be completely at your own risk and cost.
- 14. Any costs for vehicles that have broken down or were not safe to drive when cover was taken out.
- The costs of getting a spare wheel or tyre for a roadside repair if the vehicle does not have one. We will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver** is not able to provide a key to do this. This does not apply if the **vehicle** is not designed to carry a spare wheel
- 16. Any costs if the vehicle has been altered for, or is taking part in, racing, trials or rallying.
- 17. Any cost that you can get back under any other insurance policy or under the service provided by any motoring organisation.
- Recovering the vehicle when it is carrying more than a driver and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the vehicle than it was designed to carry or **you** are driving on unsuitable ground.

 19. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 7.0 metres, higher
- than 3.0 metres or wider than 2.25 metres.
- 20. Recovery or help if you are hiring the vehicle out to carry people in return for money, unless we have agreed this with you.
- We will not be responsible for any goods the vehicle is carrying and it is your responsibility to organise the recovery or removal of these goods.
- 22. Any claim that comes from:
- any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
- any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
- 23. Any claim that comes from a poor-quality repair or a repair that has been attempted without our permission during the same trip.

- 24. Any loss or damage caused to the vehicle or any loss or cost arising from or contributed to by:
 ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste
- ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- 25. Loss or damage caused by war, revolution or any similar event.
- Delays or failure in delivering service to you due to any extraordinary event or circumstance which
 are outside our reasonable control, such as severe weather conditions.
- Mobile phone, phone call and postage costs are not covered under your policy in any circumstances

Section H - General conditions applying to all parts of this policy

- The vehicle must be permanently registered in the UK and, if appropriate, have a current MOT
 certificate and valid road fund licence/tax disc on display. The vehicle should be kept in a good
 condition and have been serviced regularly in line with the manufacturer's recommendions. It
 must be under 17 years old since first registration for European Assistance (Section F).
- If we arrange for temporary roadside repairs to be carried out after damage to the vehicle, or we take the vehicle to your chosen place, we will not be legally responsible for any more help in the same incident
- We will not pay you any benefit unless you contact us using the emergency phone numbers provided. You must not try to contact any agent or repairer direct.
- 4. You are responsible for keeping the vehicle and its contents safe, unless you are not able to or you have an arrangement with us or our agent. You must be with the vehicle at the time we say we expect to be there.
- You must quote your vehicle registration number when you call for help and have the relevant documents needed by the repairer, recovery specialist or our chosen agent.
- You will have to pay the cost of moving the vehicle or a repair vehicle coming out to you if, after asking for help which you are entitled to, the vehicle is moved or repaired in any other way.
- We are not responsible for any actions or costs of garages, recovery firms or emergency services
 carrying out work or acting on your instructions or the instructions of any person acting on your
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- If we pay a claim under any cover provided by this insurance, we will be entitled to ask for all reasonable help from you to take action in your name to get back our costs from another organisation.
- The vehicle must carry a serviceable spare tyre and wheel for the vehicle and any caravan or trailer attached to the vehicle. This condition does not apply if the vehicle is not designed to carry a spare wheel.
- 10. We have the right to choose a suitable garage that is able to carry out a repair, which you must pay for, as long as the garage can carry out the repairs within the specified time limits
- 11. Where you agree to a temporary roadside repair, you will be responsible for any costs and/or any damage to the vehicle you incur if you continue to drive the vehicle as if a permanent repair had been carried out. You acknowledge that a temporary roadside repair is intended only to re-mobilise the vehicle so it may be driven to a suitable facility to enable a permanent repair to be carried out.
- 12. If the vehicle needs to be taken to a garage after a breakdown, the vehicle must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, you will have to pay any specialist recovery fees.
- 13. You will have to pay for any parts or other products used to repair the vehicle.
- 14. We will not arrange for help if we think that it would be dangerous or illegal to repair or move the vehicle.
- 15. During any 12-month period we will not be responsible for more than two claims which arise from a common fault on the same vehicle. We will not be responsible for more than six claims in total for a Vehicle Policy. These limits exclude UK misfuelling claims (Section E), where the maximum limit is 3. If you need our help more than the number of claims allowed on your policy in a 12-month period of cover or more than twice for the same fault on the same vehicle, you will have to pay for the services we provide. We will ask for a credit-card number or debit-card number before we help you.
- 16. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us.**
- 17. If you are not willing to accept our decision or our agents' decision on the most suitable type of help, we will not pay more than £100 for any one breakdown. and you will be responsible for any additional costs incurred in the recovery and/or repair of your vehicle.
- 18. We cannot guarantee that hire cars will always be available and we are not responsible if they are not available. We will do our best to arrange a vehicle of the same size as yours, but we cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. You must meet the conditions of a hire-car company to hire a vehicle.
- 19. This insurance contract is between you and us. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.
- 20. We may cancel this policy by giving you 14 days notice by recorded delivery to your last known UK address and will refund the amount of your premium proportionate to the unexpired term of your policy provided you have not made a claim.

Our promise

We want to give you the best possible service. If you are not happy with our service, the procedure below explains what you should do:

Complaints procedure

We are committed to providing you with the highest standard of service and customer care. We realise however, that there may be occasions when you feel you did not receive the standard of service you expect. Should you have cause for complaint about any aspect of the service we have provided to you, please contact us at the address below, where we will work with you to resolve your complaint.

Please write to: The Managing Director, Auto Legal Protection, PO Box 115, Congleton CW12 3FL. An acknowledgement that **your** complaint has been received will be sent to **you** within 5 working days following which **your** complaint will be investigated on behalf of the Managing Director. Please quote **your** Policy reference and Insured Vehicle registration number in any communication. If **you** have received **our** final response to **your** complaint or it has been 4 weeks since **your** complaint was made to **us**, and **you** remain unhappy, please write to the Quality Manager at:

Quality Manager, Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK.

Or, you can phone: 0870 609 0023.

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service

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

Or, you can phone 0845 080 1800.

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at www.fscs.org.uk.

Data Protection Act

We will keep details of **you, your breakdown** cover and claims to help **us** deal with **your** claims, prevent and detect fraud, money laundering or similar activity. **We** will use this information in line with the Data Protection Act 1998.

We may store, use and process **your** personal information in order to administer **your** policy and provide **you** with our services, identify other products and services that might be suitable for **You**, renew **your** policy with **us** and keep **our** records about **you** up to date. We may also use the information to prevent and detect fraud and/or money laundering or similar activity.

Upon payment of a statutory fee you can request a copy of the information that we hold about you.

To request this, please write to:

Data Protection Officer Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK RH1 1PR.

Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**.

We monitor and record phone calls to help maintain our quality standards and for security purposes.

Alternative Format

Please contact ALPS on 0844 848 1200 if **you** would like a copy of these terms and conditions in alternative format such as large print or audio.

Auto Legal Protection Services Ltd P.O. Box 115, Congleton, CW12 3FL enquiries@alpsltd.co.uk www.alpsltd.co.uk