

Kwik-Assist Foolproof Policy



Kwik-Assist Foolproof – Policy Summary

keyfacts®

The following summary does not contain the full terms and conditions of your basic policy. For a full explanation of the terms and conditions, please refer to the main policy wording.

How to make a claim

If your vehicle suffers an incident covered by your policy, please call our 24 hour Control Centre on **0800 298 4359** If you are unable to make a connection, please contact us on **01206 771759**.

Service will be provided in accordance with the policy wording. We will provide cover for any punctures, running out of fuel, putting the wrong fuel in your vehicle, loss or breakage of keys, and any costs involved with the roadside assistance or recovery to a local garage (excluding parts and labour) during the period of insurance and within the territorial limits shown in the policy wording.

Features & Benefits	Additional notes – Please see policy terms & conditions for full details of the below
Puncture Cover	Roadside Assistance or recovery to local garage.
Running out of Fuel	Roadside Assistance or recovery to local garage.
Fuel Contamination	Call out and recovery to operator's base. All other costs incurred will be at your expense.
Keys	Call out and recovery to operator's base. All other costs incurred will be at your expense.
Alternative Transport	We will pay up to £50 (maximum) towards the cost of alternative transport or car hire. We will also pay the cost of a single standard rail ticket for one person to return and collect the vehicle.
Emergency Overnight Accommodation	We will pay a maximum of £60.00 for a lone traveller or £25 per person for one night for you and up to 6 passengers. The maximum payment per incident is £175.
Message Service	If you ask, we will pass on two messages to your home or place of work to let them know of your situation and ease your worry.
Caravans & Trailers	Maximum length 7 metres (23 feet) recovered with the vehicle if the vehicle cannot be repaired roadside.

KWIK-ASSIST FOOLPROOF – POLICY SUMMARY

Significant Exclusions and Limitations – For a full list of exclusions, please look at the policy wording	Exclusion number in policy wording:
Mechanical or electrical breakdowns to the vehicle except flat tyre or contamination of fuel.	1
The cost of alternative transport other than to your destination and a return trip to collect your repaired vehicle.	9
The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the incident within the same working day. We will only recover to one address for any one incident.	12
Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the incident within an agreed time.	13
Flat tyres caused by failure to maintain the vehicle in a roadworthy condition including maintenance.	14
Any damage to your vehicle or its contents whilst being recovered, stored or repaired and any liability or consequential loss arising from the assistance services provided.	20
More than two callouts per policy per year.	29
We will pay a maximum of £350 per incident.	30

• Your right to cancel

This policy has a cooling off period of 14 days from the time you receive this information. If you do not wish to continue with the insurance, we will provide a refund of the premium paid. If you exercise your right to cancel, the policy will be regarded as not taken up, and cancelled from inception. You may cancel your policy after this period, but no refund of premium is available.

• Policy Duration

This policy lasts for the period shown on the welcome letter. This will not be more than 12 months.

• Choice of Law

This contract is governed by the laws of England and Wales and all communication will be in English.

• What to do if you have a complaint

Any enquiry or complaint you have about your policy should be addressed first to: Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. If you are still not satisfied, please write to: The Customer Service Manager, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. If you are still dissatisfied, you can ask the Financial Ombudsman Service to review your case. This must be done within six months of the date of the company's final decision. Contact details are:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.
Telephone: 0845 080 1800. www.financial-ombudsman.org.uk.

- **Financial Services Compensation Scheme (FSCS)?**

Call Assist Ltd and DAS Legal Expenses Insurance Company Limited are covered by the FSCS. You may be entitled to compensation from the scheme if we or DAS cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For further information visit www.FSCS.org.uk

- **Service Provider and Insurer**

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, Registered Company Number 3668383, and is underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, Registered Company Number 103274.

Both are authorised and regulated by the Financial Services Authority.

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KWIK-ASSIST FOOLPROOF – POLICY WORDING

Please read this policy wording to help you use the service:

If you require assistance under this policy, please call our 24 hour Control Centre on:

0800 298 4359

If you are unable to make a connection, please contact us on **01206 771759**.

Please have the following information ready to give to our Rescue Controller.

1. Your return telephone number with area code.
2. Your vehicle registration.
3. The precise location of your vehicle (or as accurate as you are able in the circumstances)

We will take your details and ask you to stay by the telephone you are calling from. Once we have made all the arrangements we will call to let you know who will be coming out to you and how long they are expected to take. Your mobile phone must therefore be switched on and available to take calls at all times. You will then be asked to return to your vehicle.

Please remember to guard your safety at all times but remain stay with or nearby your vehicle until our recovery operator arrives. Once our recovery operator arrives at the scene please be guided by their safety advice.

If you have broken down on a motorway and have no means of contacting us or are unaware of your location, please use the nearest SOS call box and give the police our telephone number. They will then call us to arrange assistance. If the police are at the scene please tell them that you have contacted us or give them our telephone number to call us on your behalf.

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered for the features and benefits shown on Page 1. We have not made a personal recommendation as to the suitability of this policy to your individual circumstances. As with any insurance, it does not cover all situations and you should read the terms and conditions of this policy to make sure that it meets your specific needs.

The premium is payable;

- Annually by credit or debit card
- Monthly by credit or debit card, or
- Monthly by direct debit instalments.

Whichever of these payment methods you use, we will automatically renew your policy unless you tell us otherwise. We will write to you before the policy renewal date to remind you of this and to let you know what the new payments will be.

You irrevocably authorise Kwik-Fit Insurance to receive on your behalf any premium refund due to you, for any reason, from your insurer or any other person in relation to this insurance. Kwik-Fit Insurance may take away from this any amount that you owe them or their debt recovery agents. Kwik-Fit Insurance will then refund you the balance.

What is Covered

If you cannot complete your journey due to one of the incidents listed below and this happens more than a one-mile radius from your home, service will be provided. We will provide cover for the below in accordance with this policy wording and pay any costs involved with the roadside assistance or recovery to a local garage (not including parts and labour) during the period of insurance and within the territorial limits.

Punctures

If your vehicle suffers a puncture and we can not make a roadside repair or it is unsafe to do so, we will transport you, your vehicle and up to 6 passengers to the nearest garage able to carry out the repair or your nominated address whichever is nearer.

Running out of fuel

If your vehicle runs out of fuel, we will either attend roadside and provide enough fuel to enable you to drive to a garage for full refuelling or, we will transport you, your vehicle and up to 6 passengers to the nearest garage. You will be responsible for the cost of any fuel supplied by our recovery operator or at the garage you are transported to. If your vehicle will not start after fuel has been added you will be responsible for any costs for further service.

Adding the wrong fuel

If you add the wrong fuel to your vehicle, we will transport you, your vehicle and up to 6 passengers to the nearest garage able to carry out the repair or, to your nominated address whichever is nearer. All other costs incurred will be at your expense.

Keys

If you lose, break or lock your vehicle keys in the vehicle, we will pay the call out and mileage back to our recovery operator's base, your nominated garage or your home, whichever is closer. All other costs incurred will be at your expense.

Vehicle Hire, Public Transport Costs and Overnight Accommodation

If your vehicle cannot be repaired within the same working day or a period agreed between you and our Rescue Controller, we will pay up to £50 (maximum) towards the cost of alternative transport or car hire. In certain circumstances we will assist with overnight accommodation costs up to a maximum of £60 for a lone traveller or £25 per person up to a maximum of £175. The services can only be used to complete a journey while your vehicle is being repaired a minimum of 20 miles away from your home address. We will only pay up to £225 per claim..

KWIK-ASSIST FOOLPROOF – POLICY WORDING

The services for Vehicle Hire, Public Transport Costs and Overnight Accommodation 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, you must get authorisation from our Rescue Controller. The policy will only pay up to £50 towards a group 1 to 3 hire car rate. We will only reimburse claims when we get a valid invoice/receipt.

Caravans and Trailers

If your vehicle suffers a covered incident and your caravan/trailer is attached, provided the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length, your caravan/trailer will be recovered with your vehicle at no extra cost.

Message Service

If you ask, we will pass on two messages to your home or place of work to let them know of your situation and ease your worry.

Please note: Any repairs carried out by our recovery operators at their premises are provided under separate contract, which is between you and the garage.

General Notes

Uninsured Service

We can provide assistance for faults that are not covered under this insurance policy or where you would like us to assist a higher number of passengers than is covered by this policy (6). All costs (including an administration fee) must be paid immediately by credit or debit card. If you wish to use this service please call **0800 9173365** and ask for the "pay on use service".

Change of Vehicle

This policy covers the vehicle registered on our database, therefore any change must be reported immediately to Kwik-Fit Insurance on **0800 280 2222**. If you do not tell Kwik-Fit Insurance of the new vehicle details, we may not be able to supply you with a service.

Governing Law

English law governs this insurance.

Language

We have chosen to use the English language in all documents and communication about this policy.

Definitions

Us, We, Our

means Call Assist Ltd.

You, Your

The person named as 'the insured' in the schedule.

Vehicle

The vehicle(s) registered with Call Assist Ltd.

Incident

A puncture, running out of fuel, adding the wrong fuel, vehicle keys that are lost, broken or locked in the vehicle.

Territorial Limit

Means Great Britain, Northern Ireland, Scotland and Wales.

Policy Exclusions

This insurance does not cover the following: -

- 1. Mechanical or electrical breakdowns to the vehicle except flat tyre or contamination of fuel.**
- 2. a) Any caravan/trailer where the total length exceeds 7 metres (23 feet) and/or where it is not attached to the vehicle with a standard towing hitch.
b) Incidents to the caravan or trailer itself.**
- 3. Vehicles not registered with us.**
- 4. Minibuses, commercial vehicles in excess of 3,500kg (3.5 tonnes) or limousines.**
- 5. The cost of any parts, components or materials used to repair the vehicle.**
- 6. Repair and labour costs other than half an hour roadside labour at the scene.**
- 7. Any costs or expenses not authorised by our Rescue Controllers.**
- 8. The cost of food, drinks, telephone calls or other incidentals.**
- 9. The cost of alternative transport other than to your destination and a return trip to collect your repaired vehicle.**
- 10. The cost of fuel, oil or insurance for a hire vehicle.**

KWIK-ASSIST FOOLPROOF – POLICY WORDING

11. Service if you already owe us money.
12. The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the incident within the same working day. We will only recover to one address for any one incident.
13. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the incident within an agreed time.
14. Flat tyres caused by failure to maintain the vehicle in a roadworthy condition including maintenance.
15. Any request for service if the vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where the vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
16. Any request for service if the vehicle is being used for motor racing, rallies, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
17. Overloading of the vehicle or carrying more passengers than it is designed to carry.
18. Expenses incurred before the claim is reported to and authorised by us.
19. The charges of any other company (including police recovery) other than our Recovery Operator and car hire and accommodation charges authorised by us.
20. Any damage to your vehicle or its contents whilst being recovered, stored or repaired and any liability or consequential loss arising from the assistance services provided.
21. Direct or indirect loss, damage or liability caused by, contributed to or arising from:-
 - a) Ionising radiation or contamination by radioactivity from 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 is declared or not), civil war, rebellion, revolution, military or usurped power.
22. Any false or fraudulent claims.
23. Failure to comply with requests by us or our Recovery Operators concerning the assistance being provided.
24. Fines and penalties imposed by courts.
25. Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.

26. Ferry and toll charges outside of mainland UK.
27. Any claims relating to:-
 - a) Vehicles in excess of 3,500 kg (3.5 tonnes).
 - b) Vehicles more than 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high.
 - c) Non standard, customised or modified vehicles unless agreed with us before buying the insurance.
28. Any request for service where remedial action has not been taken within 2 working days following a previous incident or temporary repair being made, unless in transit between a temporary repair and a repairing garage.
29. More than two callouts per policy per year.
30. The maximum we will pay is £350 per incident.
31. Any cost recoverable under any other insurance policy that you may have.
32. Storage charges.
33. Assistance if the vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
34. Recovery of the vehicle or your transport costs to return the vehicle to your home once it has been repaired.
35. Any cost that would have been incurred if no claim had arisen.
36. A request for service following any intentional or wilful damage caused by you to your vehicle.
37. Any cover which is not specifically detailed within this policy.

General Conditions

1. We will provide cover if
 - (a) You have met all the terms and conditions of this insurance.
 - (b) The information given to us, as far as you are aware, is correct.
2. The policy is not transferable.
3. The driver of the vehicle must stay with or nearby the vehicle until help arrives.
4. We may cancel the policy by sending 7 days' notice to your last registered address.

KWIK-ASSIST FOOLPROOF – POLICY WORDING

5. We may decline service if you have an outstanding debt with us.
6. We will only pay ferry and toll fees within the United Kingdom and Northern Ireland.
7. This policy only entitles you to the service for the faults described above and does not cover electrical or mechanical breakdowns regardless of whether the initial fault was covered under this policy.
8. You must tell us when you contact us for assistance, if your vehicle is fitted with alloy wheels. If we are not told and we are unable to provide the service promptly or efficiently through the agent who will be assisting you, you will be charged for any additional costs incurred.
9. If we are able to repair your vehicle at the roadside, you must accept the assistance provided and immediately pay by credit card for any parts supplied and fitted.
10. If a call out is cancelled by you and a recovery operator has already been dispatched, you will lose a call out from your policy. We recommend that you wait for assistance to make sure the vehicle is functioning correctly. If you do not wait for assistance and the vehicle suffers another incident again within 12 hours, you will be charged for the second and any further call outs for the same cause.
11. We have the right to refuse to provide the service if you or your passengers are being obstructive or are abusive to our Rescue Controllers or our recovery operators.
12. If, in our opinion, the vehicle is unroadworthy due to lack of maintenance, unless servicing records can be provided, we may cancel your policy immediately telling you, by letter to your registered address, of what action we have taken.
13. In the event you use the service and the fault is later 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 for the uninsured service.
14. The repair must be carried out if the vehicle is recovered to a dealership and the dealership 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 refused.
15. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If you do not have funds available, any further service related to the claim will be refused.
16. If the vehicle is beyond economical repair we have the option to offer the market value of the vehicle to you and pay for alternative transport home.
17. We reserve the right to recover your immobilised vehicle in accordance with and subject to any legislation, which affects drivers' working hours.

18. The transportation of livestock (including dogs) will be at the discretion of the recovery operator. Alternative transport can be arranged but you will need to pay for this service immediately by credit or debit card.
19. If you have a right of action against a third party, you must co-operate 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.
20. 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.
21. This policy has a cooling off period of 14 days from the time you receive this information. If you do not wish to continue with the insurance, we will provide a refund of the premium paid. If you exercise your right to cancel, the policy will be regarded as not taken up, and cancelled from inception. You may cancel your policy after this period, but no refund of premium is available.
22. We reserve the right to charge you for any costs incurred if incorrect location details being provided are given to us.
23. If you wish to contact us, write to:
Customer Services, Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX.
Alternatively, we can be contacted by email at **enquiries@call-assist.co.uk** or fax on **01206 364268**.

Complaints

We aim to provide a high standard of service. Please telephone us if you feel we have not achieved this and we will do our best to sort the problem immediately.

Complaints Procedure

Any enquiry or complaint you have about your policy should be addressed first to the policy administrator:

Customer Services, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

If you are still not satisfied, please write to the policy underwriter:

The Customer Service Manager, DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Please include details of your policy and in particular your policy number, to help your enquiry to be dealt with speedily.

KWIK-ASSIST FOOLPROOF – POLICY WORDING

If you still feel the matter has not been resolved to your satisfaction, write to The Chairman and Chief Executive, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

If you are still dissatisfied, you have the right to ask The Financial Ombudsman Service to review your case. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. He can be contacted at the following address: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR
Helpline: 0845 080 1800. Switchboard: 020 7964 1000
Website: www.Financial-ombudsman.org.uk

Financial Services Compensation Scheme

We and DAS Legal Expenses Insurance Company Ltd are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we or DAS cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For further information visit www.FSCS.org.uk.

Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, Registered Company Number 3668383, and is underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, Registered Company Number 103274.

Call Recording

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

Call Assist Ltd, Firm Reference Number 304838 and DAS Legal Expenses Insurance Company Limited, Firm Reference Number 202106 are authorised and regulated by the Financial Services Authority. DAS Legal Expenses Insurance Company Limited is a member of the Association of British Insurers.

Kwik-Fit Insurance,
1 Masterton Way, Tannochside Business Park, Uddingston, Glasgow G71 5PU.

Registered in Scotland No. 147319.
Registered Office: 216 East Main Street, Broxburn EH52 5AS.

Kwik-Fit Insurance Services is an insurance intermediary, authorised and regulated by the Financial Services Authority. Calls may be recorded or monitored.

