

Kwik-Assist Recovery Plus Policy



Vehicle Breakdown Cover – Policy Summary

keyfacts®

The following summary for Kwik-Assist Recovery Plus Breakdown Cover does not contain the full terms and conditions of the breakdown policy. For a full explanation of the terms and conditions, please look at the main policy wording.

How to make a claim

If your vehicle breaks down please call our 24 hour Control Centre on **0800 458 0331**. If you are unable to make a connection, please call 01206 771760. For breakdowns abroad, please call 00 44 1206 771760. Please have your return telephone number, and precise vehicle location available.

• Level of Cover

There are 2 levels of cover. Your welcome letter will show which type of cover you have selected.

Recovery Plus

If your vehicle breaks down due to mechanical or electrical failure, which happens during the course of a journey or at your home, service will be provided in accordance with the policy wording. We will provide cover for any breakdown costs and roadside assistance or recovery to a local garage (not including parts and labour) during the period of insurance and within the territorial limits shown in the policy wording.

Significant Features & Benefits	Refer to:
Roadside Assistance	Section 1
Local Vehicle Recovery (maximum 20 miles)	Section 1
Home Assist	Section 1
Message Assist	Section 2
Recovery to Intended Destination	Section 3
Medical Transfer	Section 4
Roadside Assistance in Europe (maximum £250, of which the limit for labour charges is £50)	Section 8
Emergency Repairs Following Theft in Europe (maximum £175)	Section 10
Alternative Transport Costs if Vehicle Out of Use in Europe (maximum £750)	Section 11
Departure Cover to Europe (maximum £750)	Section 7
Replacement Driver Costs if Medically Unfit to Drive Home from Europe	Section 12
Repatriation Costs from Europe	Section 13
If you have purchased personal cover, any car you are travelling in will be covered for mechanical or electrical breakdown in line with the level of cover shown in other sections.	Section 6

BREAKDOWN COVER – POLICY SUMMARY

Significant Exclusions	Refer to:
– For a full list of exclusions, please refer to the policy terms and conditions	
Labour charges over 1 hour at the roadside	Section 1
More than six callouts per year	Section 1
For cover in Europe, limited to 31 days per trip and 60 days per year in total	Sections 7-14
The costs of any parts or materials used to repair your vehicle	Section 1
If your vehicle breaks down within 24 hours of buying this policy	Period of Insurance
Departure Cover does not apply unless this policy was purchased at least 10 days before the planned departure date of the trip	Section 7
Sections 7 – 14 inclusive (European Assistance) do not apply to trips solely within the UK, except for direct journeys between home and port or international rail terminal	Section 7-14
Vehicles not in a roadworthy condition at the start of the policy, or if your vehicle has not been maintained as per the manufacturer's recommendations	General Exclusions
Personal cover is only available if you are in the UK and with the car at the time of the breakdown and when help arrives.	Section 6

- **Your right to cancel**

We hope that you are happy with the cover your policy provides. However you have the right to cancel this policy within 14 days of receiving your policy documents or the start date of the policy, whichever is the latter. To do this, please call us on **0800 280 2222**. If this happens you will be charged for the number of days on cover. After the 14 days have expired, the policy may still be cancelled. For full details of the cancellation process, please refer to section 17 of the policy wording.

- **Policy Duration**

This is an annual policy. Please refer to your welcome letter for the date cover is effective from.

- **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**

The full complaints procedure is shown in the policy wording (section 17). A copy will also be sent on request. If your complaint is regarding the standard of service you have

received under your policy, you should contact the policy administrator, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. If you are still not satisfied, please write to: The Chief Executive, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. If you are still dissatisfied, short of court action, you can ask the Financial Ombudsman Service to review your case. This must be done within six months of the date of the underwriter'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.

- **Are we covered by the 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

- **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 Assist Ltd and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority.

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RECOVERY PLUS BREAKDOWN COVER – POLICY WORDING

Please read this policy wording to make sure you have the level of cover you need and to help you use the service:

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a vehicle breakdown at home or away. Kwik-Fit Insurance has 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.

Vehicle Health Check

This policy operates on the basis that you will have had your vehicle properly serviced and maintained in accordance with the manufacturers specifications, especially when preparing for a trip abroad.

We will expect you to have replaced any parts which a pre-trip inspection has indicated may be reaching the end of their normal life.

It should be noted that replacing items abroad will disrupt your trip, may not be practicable within your travel timescale and could cost you significantly more than replacing parts in the UK.

Please ensure you have your vehicle checked in plenty of time before your departure date so that your garage can fix any problems that they might discover. If you leave the pre-trip check to the last 10 days then the benefits under section 6: Departure Cover, will not apply.

Please keep proof of regular servicing in the event of any dispute.

If you call us for assistance and our Recovery Operator reports to us that it is evident you have not maintained your vehicle in a state fit to undertake the trip and return you home safely, you will have to pay all the costs arising from the assistance provided.

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 policy.

Language

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

Definitions

Us, We, Our

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

You, Your

The policyholder or any other authorised occupant of the insured vehicle.

Vehicle

The vehicle and caravan/trailer registered with Call Assist Ltd. This includes cars, motorised caravans, light vans, estate cars, and 4X4 sport utility vehicles.

Breakdown

Mechanical breakdown, accident, vandalism, fire, theft or attempted theft, flat battery, key breakage or accidental damage to tyres, occurring during the period of insurance and within the territorial limits.

RECOVERY PLUS BREAKDOWN COVER – POLICY WORDING

Period of Insurance

12 months from the policy inception date as shown on your confirmation letter, which shall be at least 24 hours following the date you apply for cover or 10 days if claiming under section 6. Cover under section 6 begins up to 7 days before you start your trip.

Territorial Limits (UK)

Great Britain, Northern Ireland, Isle of Man and the Channel Islands for residents.

Territorial Limits (Europe)

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands (excluding Channel Islands residents), Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

Trip

A journey in your vehicle to the countries of the European territorial limits, not exceeding 31 consecutive days.

Change of Vehicle

This policy only covers the vehicle registered on our database, therefore any change must be notified immediately either by fax, telephone, writing or email. Please include your policy number, the new registration, make, model and colour of your vehicle and the date you wish us to make the change. If you do not notify us of the new vehicle details, we may not be able to supply you with a service.

Governing Law

English Law governs this policy.

Language

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

PART A – Annual Cover for Motoring and Domestic Assistance within the UK territorial limits

Cover applies as described in sections 1 to 5

Section 1: Home Assist & Roadside Assistance

What to do if you breakdown

If your vehicle breaks down please call our 24 hour Control Centre on: **0800 458 0331**

If you are unable to make a connection, please call **01206 771760**.

For assistance in Europe, call us on: **00 44 1206 771760**

When calling for assistance please quote: KWIK9430V. Please have the following information ready to give to our Rescue Controller, who will use this to validate your policy.

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)
4. The fault with your vehicle
5. Any other information that will be useful to us

We will take your details and ask you to remain by the telephone you are calling from. Once we have made all the arrangements we will telephone to advise 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 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 box and advise the police of our telephone number. They will then contact us to arrange assistance. If the police are present at the scene please advise them that you have contacted us or give them our telephone number to call us on your behalf.

Your Cover

If you are undertaking a trip within the European territorial limits, different policy benefits apply during your journey to and from your home and port or rail terminal. Please refer to part B for full details.

RECOVERY PLUS BREAKDOWN COVER – POLICY WORDING

If your vehicle is immobilised or rendered unroadworthy as a result of a breakdown, we will arrange and pay for:

- 1.1 callout and up to one hours labour for assistance at your home address or at the roadside, and if necessary;
- 1.2 the transportation of your vehicle, you and up to 7 passengers to the nearest suitable repairer, up to a maximum of 20 miles from the scene of the breakdown.

Exclusions applying to this section:

- a) roadside labour charges in excess of 1 hour.
- b) any labour charges incurred at the Recovery Operator's premises.
- c) the cost of parts or materials used to repair your vehicle.
- d) toll and ferry charges for your vehicle.
- e) any winching charges or the use of specialist equipment.
- f) More than 6 call outs per policy per year.

Kwik-Pledge

If we do not arrive on the scene within one hour from the end of your original call for assistance, you can claim £10 back from us under our Kwik-Pledge. To claim, you should write, giving full details, to the Customer Services Department, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

Section 2: Message Service

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

Section 3: Vehicle Recovery/Onward Transportation

If our Recovery Operator is unable to repair your vehicle within the same working day or a period agreed between you and our Rescue Controller, we will arrange to pay the cost of alternative transport to enable you to complete your journey.

- 3.1 We will pay for the transportation of your vehicle, you and up to 7 passengers to either:
 - i) your home address, or
 - ii) your original destination anywhere within the UK, or
 - iii) a repairer either in the vicinity of the breakdown location, or to a repairer of your choice.

The means of transport will be at our discretion.

RECOVERY PLUS BREAKDOWN COVER – POLICY WORDING

- 3.2 Or, if your vehicle has been stolen and has not been recovered by the end of the working day, we will arrange and pay for you and up to 7 passengers, by one direct journey, to return to your home address or original destination anywhere within the UK.
- 3.3 Or, if your vehicle has not been transported in accordance with the above, we will arrange and pay up to £250 in total for one of the following benefits:-
- i) a hire car, where available, for up to 24 hours to either continue your journey or return home anywhere within the UK. We will pay for hire charges up to a group C vehicle, collision damage waiver and any necessary drop off charge, but you will be responsible for the cost of any fuel used. Please note: you will be responsible for any damage to the hire car and any excess imposed by the hire car provider. You must be able to satisfy the requirements of the hire car provider, as to an acceptable driving licence and minimum driver age. The provider will also require sight of your credit or debit card before releasing the vehicle to you. We will also pay for the cost of one single standard class rail ticket to enable you to collect your vehicle once repairs have been carried out.

If we are unable to arrange a suitable hire car as your party is too large, or where it is not available under the suppliers hire terms, you will have to select one of the other two benefits from this section;

- ii) Or, we will cover the cost for you to either continue your journey or return home, anywhere within the UK, by public transport. The means of such public transport shall be at our discretion. We will also pay the cost of one single standard class rail ticket to enable you to collect your vehicle once repairs have been carried out.
- iii) Or, at our discretion, we will cover the cost of providing necessary bed and breakfast overnight accommodation for you and up to 7 passengers in a local hotel while awaiting repairs. This only applies if the breakdown has occurred at a late hour and you are more than 25 miles from your home address.

Exclusions applying to this section:

- a) any costs which would not have been incurred had no claim arisen.
- b) toll and ferry charges for your vehicle.
- c) Long distance transport of your vehicle to the premises where your vehicle was purchased solely to claim under a warranty, when a suitable repair can be carried out at or near the scene of the breakdown.
- d) Fines, parking charges and any congestion charges arising from use of a hire vehicle.

Section 4: Medical Transfer & General Assistance

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

- 4.1 Emergency medical transfer if you are hospitalised away from home, during the course of a journey within the UK territorial limits in the vehicle. We will organise medical

RECOVERY PLUS BREAKDOWN COVER – POLICY WORDING

transfer as appropriate, but you will be responsible for paying any and all costs and expenses incurred in such a transfer.

- 4.2 We can provide assistance for faults that are not covered under this policy or where you would like us to assist additional passenger numbers, who exceed the maximum of 7, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card. If you wish to use this service please call 01206 771760 and request the "pay on use service".

UK Annual Motoring Assistance

On motorways use the nearest emergency telephone and provide the police with our contact number and your policy details. The police may arrange for your recovery from the motorway. In this case contact us when you reach an ordinary phone or use a mobile. If the local police call for a recovery vehicle to tow you from the motorway, and you are asked to pay on the spot for this service, you should send us the original receipt.

You must contact us and gain authorisation from one of our Rescue Controllers prior to incurring any expenses.

Section 5: Domestic Assistance

If, during the period of insurance your principle domestic residence within the UK territorial limits suffers a sudden and unforeseen home emergency, which necessitates action to:

- render the home safe or secure;
- alleviate unreasonable discomfort you may experience in the home;
- avoid damage or further damage to your home; or
- restore the main services to the home, then:

We will arrange for a tradesman to render assistance in connection with:

- 5.1 The fixed domestic plumbing or drainage systems where there has been or is likely to be an escape of water or sewage.
- 5.2 Domestic gas or electricity supply systems in the event of complete failure.
- 5.3 The roof where internal damage has been or is likely to be caused.
- 5.4 The external locks, doors or windows rendering the home insecure.
- 5.5 The fixed heating system where there is an escape of water or oil.

Every effort will be made to ensure assistance is provided promptly by a tradesman qualified to render an efficient and professional service. However in no circumstances can we accept liability for loss or damage of any kind, which may arise or result from the use or intended use of this service, unless negligence on our part can be demonstrated.

You remain responsible for paying, at the time the work is carried out, directly to the tradesman, all charges arising in connection with callout, labour and parts or materials used.

Exclusions under this section:

- a) any costs relating to work carried out on the home.
- b) any assistance under section 5 when you are on a trip abroad.
- c) Any bedsits or properties with multiple occupation/residential or nursing homes.

Major emergencies which may result in serious damage or danger to life or limb should be immediately advised to the Public Supply Authority, or in case of difficulty, the Emergency Services. Suspected gas leaks should always be reported to **TRANSCO** by calling **0800 111 999**.

Section 6: Personal Cover

If you have purchased personal cover, in addition to the main car you drive and have told Kwik-Assist about, any car you are travelling in will be covered for mechanical or electrical breakdown in line with the level of cover shown in the other sections of this policy document. Personal cover is only available if you need help in the UK, however if you break down in Europe (see territorial limits) in the vehicle you have told us about, the vehicle will be covered.

Personal Cover is limited to a maximum of 4 people in any one household and all main vehicles must be registered at the same address.

PART B – European Assistance

Cover applies as described in sections 6 to 13 including your direct journeys between home and your port or international rail terminal.

You will be asked to demonstrate that you are planning or undertaking a journey abroad, for example by quoting a hotel booking or channel crossing reference.

If your trip is planned to exceed 31 consecutive days, then no cover at all will apply in respect of that trip.

Please also refer to Part C – Terms Applying to All Sections.

Section 7: Departure Cover

If your vehicle is lost, immobilised or rendered unroadworthy due to a breakdown, occurring during the 7 days immediately preceding your arranged departure date for a trip, and your vehicle cannot be repaired or is not recovered prior to the arranged departure date, we will pay up to £750 in total under this policy to enable you to continue your original trip. We will pay for the following:

RECOVERY PLUS BREAKDOWN COVER – POLICY WORDING

- 7.1 The hire of a suitable replacement vehicle, where available, for the purpose of carrying out your original trip. We will pay for the rental charge, collision damage waiver and any necessary drop off charge. Please note: You will be responsible for any damage to the hire vehicle and any excess imposed by the hire car provider, OR:
- 7.1 The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim.

Any claim involving a hire vehicle must be authorised by one of our Rescue Controllers before expenses are incurred. You must contact us as soon as you know that your vehicle may be unavailable for your planned trip. Your claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of your vehicle;
- precise details of the breakdown or damage;
- breakdown, when occurring, was sudden and unforeseen; and
- repairs cannot be made before the date planned for your trip to begin.

Exclusions applying to this section:

- a) any claim resulting from breakdown if you have purchased this cover less than TEN days before the planned date of departure of your trip.
- b) any claim when your trip is planned to exceed 31 days.
- c) any claim when actual or imminent breakdown of your vehicle is discovered or diagnosed in the course of a service carried out less than TEN days prior to your planned date of departure.
- d) loss of use of a vehicle hired to you.
- e) the cost of fuel, oil or insurance for a hire vehicle.
- f) the cost of any personal accident insurance or other benefit not specifically covered under this policy.
- g) fines, parking charges or congestion charges arising from use of a hire vehicle.
- h) trips solely within the UK territorial limits.

Section 8: Roadside Assistance

If your vehicle is immobilised or rendered unroadworthy during a trip as a result of a breakdown, we will arrange and pay up to a maximum under this policy of £250 for roadside assistance and, if necessary, the transportation of your vehicle, you and up to 7 passengers to the nearest suitable repairer.

Exclusions applying to this section:

- a) any claim when your trip is planned to exceed 31 days.
- b) labour charges in excess of £50.
- c) charges for any labour not incurred at the roadside.

- d) the cost of any parts or materials used to repair your vehicle.**
- e) any winching charges or the use of specialist equipment.**
- f) trips solely within the UK territorial limits.**

Section 9: Replacement Parts

In the event of necessary replacement parts not being available locally during your trip, on receipt of your instructions, we will undertake to obtain them elsewhere and will pay all freight charges involved in dispatching them to the location of your vehicle. Please be aware that there may be some delay in dispatching replacement parts.

We will endeavour to provide the replacement parts required but we can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate. We will bear the cost of location and transport of the replacement parts only.

The actual cost of the parts and any customs duty must be paid to us by you, by debit or credit card.

When you are invoiced for a surcharge subject to the return of the old unit or part, you must return the defective part at your own expense to the supplier.

If you place a firm order for replacement parts and these are not subsequently required, or you do not await their arrival, you will be responsible for the cost of such parts, including all forwarding charges arising from their return.

Exclusions applying to this section:

- a) any claim where your trip is planned to exceed 31 days.**
- b) trips solely within the UK territorial limits.**

Section 10: Theft and Attempted Theft

In the event of a theft or attempted theft of your vehicle or the contents contained within your vehicle during a trip, we will pay up to £175 in total under this policy, for immediate emergency repairs and/or replacement parts, which are necessary to place your vehicle in a secure condition to continue the trip.

You must obtain a police report within 24 hours of the incident giving rise to the claim.

Exclusions applying to this section:

- a) any claim where your trip is planned to exceed 31 days.**
- b) damage to paintwork or other cosmetic items.**
- c) costs incurred following your return home.**
- d) trips solely within the UK territorial limits.**

Section 11: Vehicle Out of Use

If your vehicle is lost, immobilised or rendered unroadworthy during a trip as a result of fire, theft, accidental damage or breakdown, and repairs cannot be effected within the same working day:

11.1 We will pay the additional cost of transporting you, and up to 7 passengers with your luggage, to your destination by public transport OR for the immediate hire of a suitable replacement vehicle, where and when obtainable (to include rental charge of up to a group C vehicle, collision damage waiver and any necessary drop-off charge) whilst your vehicle remains unserviceable, up to £750 in total under this policy. Please note: You will be responsible for any damage to the hire vehicle and any excess imposed by the hire car provider. If we are unable to arrange a suitable hire vehicle as your party is too large, or where it is not available under the suppliers hire terms, you will be required to select one of the other benefits under this section.

OR,

11.2 We will pay the cost of local overnight hotel accommodation whilst your vehicle is being repaired. Bed and breakfast only costs will be paid up to £125 per person, with an overall maximum under this policy of £750, provided that such cost is additional to or in excess of any planned accommodation costs payable by you had no claim arisen.

Exclusions applying to this section:

- a) any claim where your trip is planned to exceed 31 days.
- b) the cost of fuel, oil or insurance for a hire vehicle.
- c) the cost of any personal accident insurance or other benefit not specifically covered under this policy.
- d) costs incurred outside the period of the trip.
- e) fines, parking charges and any congestion charges arising from use of a hire vehicle.
- f) trips solely within the UK territorial limits.

Section 12: Replacement Driver

In the event that you are declared medically unfit to drive your vehicle during the course of a trip, or having to return home early because of what we agree is a serious or urgent reason, and none of your passengers are qualified and competent to drive, we will pay all necessary additional costs incurred to return your vehicle to your home address in the country of departure.

We may elect to provide a qualified driver to drive back your vehicle and passengers.

Exclusions applying to this section:

- a) any claim where your trip is planned to exceed 31 days.
- b) trips solely within the UK territorial limits.

Section 13: Repatriation

If your vehicle is lost, immobilised or rendered unroadworthy during a trip as a result of fire, theft, accidental damage or breakdown:

- 13.1 We will pay the cost of transporting you, with your hand luggage and valuables, to your home address in the UK territorial limits if your vehicle cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of your return home. The means of transport to be employed shall be at our discretion and subject to availability.
- 13.2 We will pay the cost of transporting your vehicle to your home address in the UK territorial limits if repairs cannot be carried out abroad (or your vehicle, if stolen, has been recovered but not in a roadworthy condition), by the intended time of your return home. We will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs.

OR,

- 13.3 When agreed in advance by us, we will pay the cost of one person to travel to the location of your vehicle by public transport to drive the repaired vehicle to your home address in the UK.

The maximum we will pay under this policy to repatriate your vehicle will be limited to its current market value in the UK.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the UK territorial limits, and when you confirm to us that these repairs will be carried out.

If we repatriate your vehicle, we will pay the cost of transporting your personal possessions, other than hand luggage and valuables, to your home address either together with or separately from your vehicle.

If a hire vehicle has been provided, once it has returned you to your home address within the UK, it will no longer be covered irrespective of whether your vehicle is still in the process of repatriation.

Exclusions applying to this section:

- a) any claim where your trip is planned to exceed 31 days.
- b) repatriation of you or your passengers injured in an accident involving your vehicle.
- c) trips solely within the UK territorial limits.
- d) repatriation if your vehicle can be repaired but you do not have adequate funds for the repair.

Section 14: Customs Regulations

If as the result of fire, theft, accidental damage or breakdown occurring outside the country of departure during a trip:

- 14.1 Your vehicle is beyond economic repair, we may arrange for its disposal under Customs supervision in the country where it is situated. In this case we will deal with the necessary Customs formalities.
- 14.2 Your vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or you inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then we will pay your liability for any duty claimed from you. We will not pay the cost of any other import duties imposed by Customs.

Exclusions applying to this section:

- a) any claim when your trip is planned to exceed 31 days.
- b) the cost of any import duties imposed by Customs.

REQUESTING EMERGENCY ASSISTANCE WHILE ON A TRIP:

In an emergency, first check that the circumstances are covered by this policy. Having done this, please telephone us on 00 44 1206 77 1760, and quote KWIK9430V:

When calling for assistance please have the following information ready to give to our Rescue Controller, who will use this to validate your policy.

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)
4. The fault with your vehicle
5. Any other information that will be useful to us

Please ensure that you carry your V5 registration document with you during your journey. Regulations are different when you breakdown in Europe and help may take longer in arriving. We will require detailed information from you regarding the location of your vehicle. We will need to know if you are on an outward or inward journey and details of your booking arrangements. When we have all the required information we will liaise with our European network. You will be kept updated and therefore, you will be asked to remain at the telephone number you called from.

General Notes Relating to Europe

If you have broken down on a European motorway or major public road, we are generally unable to assist you and you will often need to obtain assistance via the SOS phones. The local services will tow you to a place of safety and you will be required to pay for the

service immediately. You can then contact us for further assistance. Please ensure you contact us prior to incurring expenses and ensure you send us the original receipt.

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

PART C – General Terms Applying to All Sections

Section 15: General Exclusions

This policy does not cover the following:-

- 15.1 Service where remedial action has not been taken within 28 days following a previous breakdown or temporary repair being made, unless in transit between a temporary repair and a repairing garage.
- 15.2 Breakdowns caused by failure to maintain your vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
- 15.3 Service if your 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.
- 15.4 Service if your vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where your vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
- 15.5 Vehicles not in a roadworthy condition at the time cover is effected.
- 15.6 Service following any intentional or wilful damage caused by you to your vehicle.
- 15.7 Any damage to your vehicle or its contents whilst being recovered, stored or repaired and any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
- 15.8 Direct or indirect loss, damage or liability caused by, contributed to or arising from:-
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

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- c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, military or usurped power.
- 15.9 Any cost recoverable under any other insurance policy that you may have.
- 15.10 The cost of food, drinks, telephone calls (whenever possible, we will call you back as soon as possible), or other incidentals.
- 15.11 Ferry and toll charges, fines or penalties imposed by the courts or congestion charges arising under this policy.
- 15.12 Any winching costs or specialist off-highway equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered specialist. Once your vehicle has been recovered to a suitable location, normal service will be provided.
- 15.13 Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised your vehicle's removal.
- 15.14 The cost of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but all other costs incurred will be at your expense.
- 15.15 Any costs for locksmiths, glass replacement or tyre specialists are your responsibility.
- 15.16 Claims arising from circumstances which were known to you at the time of applying for this policy or at any time prior to the commencement date of the period of insurance, or claims arising as a result of a material fact or facts, which have not been disclosed to us prior to the commencement of the period of insurance.
- 15.17 Any cost that would have been incurred if no claim had arisen.
- 15.18 Any caravan/trailer where the total length exceeds 7 metres (23 feet) and where it is not attached to your vehicle with a standard towing hitch.
- 15.19 Vehicles not registered with us.
- 15.20 Repair and labour costs other than one hour roadside labour at the scene.
- 15.21 The cost of fuel, oil or insurance for a hire vehicle.
- 15.22 Service if you already owe us money.
- 15.23 Where service cannot be effected because your vehicle does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, mechanisms for unlocking the wheels, or whatever comes as standard to deal with a puncture or change of wheel.
- 15.24 Overloading of your vehicle or carrying more passengers than it is designed to carry.

- 15.25 Claims not notified and authorised prior to expenses being incurred.
- 15.26 The charges of any other company (including police recovery) other than our Recovery Operator or of car hire or accommodation charges except those authorised by us.
- 15.27 Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.
- 15.28 Failure to comply with requests by us or our Recovery Operators concerning the assistance being provided.
- 15.29 Any claims relating to the following:-
- a) Vehicles in excess of 3,500 kg (3.5 tonnes) in weight.
 - b) Vehicles more than 7 metres (23 feet) long, 2.25 metres (7 feet) wide and 3 metres (10 feet) high.
- 15.30 More than 6 callouts per policy per year.
- 15.31 If you request assistance because your vehicle is not secure or has a fault with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and your safety is compromised.
- 15.32 Assistance if your vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 15.33 Any cover which is not specifically detailed within this policy.

Section 16: General Conditions

- 16.1 You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this policy. You must take all steps necessary to expedite the completion of repairs, and you shall not abandon your vehicle or any of its parts to us without our authorisation.
- 16.2 We cannot accept responsibility for the transportation of pet animals or livestock carried within your vehicle at the time of a breakdown. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown, would not be covered by this policy.
- 16.3 You must comply in full with all the terms and conditions of this policy before a claim will be paid. You must make no admission, offer, promise or payment without our prior consent. In order to benefit from the cover, you must agree to abide by all the relevant terms, conditions and exclusions of this policy.

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- 16.4 We are entitled to take over your rights in the defence or settlement of a claim, or to take proceedings in your name for our own benefit against another party and we shall have full discretion in such matters.
- 16.5 If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, we offer you the option of resolving this by using the Arbitration procedure we have arranged. Please see the details shown in Section 16 – Complaints Procedure. Using this service will not affect your legal rights.
- 16.6 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to us.
- 16.7 You will be required to reimburse to us, within seven days of our request to you, any costs or expenses we have paid out on your behalf which are not covered under the terms of the insurance.
- 16.8 A garage or specialist undertaking repair work on your instructions and which is not specifically covered under this policy will be acting as your agent for such repair work.
- 16.9 At the time of a claim, at our request you must provide evidence of proper servicing of your vehicle.
- 16.10 If you have a road traffic accident, you must supply your motor vehicle insurance details to us when we ask for this information. The incident must be reported to the insurer.
- 16.11 You must declare to us all facts which are likely to affect this policy. Failure to do so may prejudice entitlement to claim. If you are uncertain as to whether a fact is material, you should declare it to us.
- 16.12 We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
- 16.13 You must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact Kwik-Fit Insurance on **0800 280 2222**.
- 16.14 In the event of an emergency or any occurrence which may give rise to a claim for substantial costs under this policy, you must contact us as soon as practicable. You must make no admission, offer, promise or payment without our prior consent.
Please telephone us first.
- 16.15 We may, at any time, pay to you our full liability under this policy after which no further liability shall attach to us in any respect or as a consequence of such action.

- 16.16 In the event of a valid claim involving your repatriation from a trip, you shall allow us the use of any relevant travel tickets you are not able to use because of the claim.

Section 17: Complaints Procedure

We aim to provide a high standard of service. Please telephone us on 01206 771760, if you feel we have not achieved this and we will do our best to sort the problem immediately.

- 17.1 Any enquiry or complaint you have about your policy should be addressed first to the policy administrator: Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

Or email us at: enquiries@call-assist.co.uk

If we are unable to give you a final decision by four weeks from the day we receive your complaint, we will explain why and advise you when we hope to reach a decision.

- 17.2 If you are still not satisfied after receiving our response, please write to the policy underwriter: The Chief Executive, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Please include details of your policy and quote reference KWIK9430V, to help your enquiry to be dealt with speedily.

- 17.3 If you are still dissatisfied after receiving a final response from DAS Legal Expenses Insurance Company Limited, short of court action, you can ask the Financial Ombudsman Service to review your case. This must be done within six months of the date of the underwriter'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.

Section 18 – Cancellation Provisions

- 18.1 **Right to return the insurance document**

If you are not satisfied with this policy, please return your documents to Kwik-Fit Insurance within 14 days for annulment.

- 18.2 **Cancellation by You**

If you subsequently give notice in writing or by telephone to Kwik-Fit Insurance to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later.

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18.3 **Cancellation by Us**

We or Kwik-Fit Insurance may give you 7 days notice of cancellation of this policy by writing to you at your last known address.

18.4 **Premium position upon cancellation**

If premium has been paid for any period beyond the date of cancellation of this policy, the relevant pro-rata portion of this premium will be refunded to you provided no claim has been made.

18.5 **Effective time of cancellation**

This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

18.6 **Financial Services Compensation Scheme**

Call Assist Ltd and DAS Legal Expenses Insurance Company Limited 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.

Section 19 – Making a Claim on Return Home

First, check the appropriate sections of your policy to make sure that what you are claiming for is covered.

- 19.1 Claim forms can be obtained by telephoning our Claims Helpline on **01206 771760**. Please give your name, quote reference **KWIK9430V**, and give brief details of your claim.
- 19.2 All claims must be submitted within 28 days of your return on a policy claims form, accompanied by original invoices/receipts. Please refer to the relevant section of your policy for specific conditions and details of the supporting evidence that we require.
- 19.3 Please remember that it is always advisable to retain copies of all documents when submitting your claim form.

Section 20 – Data Protection Act

We collect and maintain personal information in order to administer the policies of insurance that we issue. All personal information is treated with the utmost confidentiality

and with appropriate levels of security. We will not keep your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal your information if it is allowed by law, authorised by you, to prevent fraud or in order that we can liaise with our agents in the administration of this policy.

Under the terms of the Act you have the right to ask for a copy of any information we hold on you upon payment of an administrative fee. You also have the right to ask for correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

Enquiries in relation to data held by us should be directed to the Customer Services Department, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

Standard of Workmanship

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

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.

Home State: United Kingdom

Call Recording

To help us provide a quality service, 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.

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.

