

Kwik-Assist Roadside Policy



Vehicle Breakdown Cover – Policy Summary

keyfacts®

The following summary for Kwik-Assist Roadside 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**. Please have your return telephone number and precise vehicle location available.

Level of Cover

Roadside

If your vehicle breaks down due to mechanical or electrical failure during the course of a journey, 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
Message Assist	Section 2
Medical Transfer	Section 3

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
The costs of any parts or materials used to repair your vehicle	Section 1
Callouts within 1 mile of your home address	Section 1
If your vehicle breaks down within 24 hours of buying this policy	Period of Insurance
If your vehicle was 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

BREAKDOWN COVER – POLICY SUMMARY

• 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 receive a full premium refund. After the 14 days have expired, the policy may still be cancelled. For full details of the cancellation process, please refer to section 7 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 6). 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

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

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ROADSIDE 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 away from home. 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.

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 roadworthy condition, 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 or 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.

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.

Territorial Limits (UK)

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

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 within the UK territorial limits

Please also see Part B - Terms applying to all sections

Section 1: 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**.

When calling for assistance please quote: KWIK2764J. 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 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 the roadside,

And if necessary;

- 1.2 the transportation of your vehicle, you and up to 7 passengers to your home address or the nearest suitable repairer, up to a maximum of 20 miles from the scene of the breakdown.

The choice of suitable repairer shall be at our discretion. You will be responsible for paying any costs which are not covered, directly to the repairer, the toll authority or the sea transit carrier as appropriate.

Exclusions applying to this section:

- a) attendance at, or within, one mile from your home address.
- b) any costs of transporting you or your vehicle and passengers to a location more than 20 miles away from the scene of the breakdown.
- c) roadside labour charges in excess of 1 hour.
- d) any labour charges incurred at the Recovery Operator's premises.
- e) the cost of parts or materials used to repair your vehicle.
- f) toll and ferry charges for your vehicle.
- g) any winching charges or the use of specialist equipment.
- h) 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: Medical Transfer & General Assistance

You may telephone our 24 hour Control Centre in connection with the following: -

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

ROADSIDE 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.

- 3.2 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.

PART B – General Terms Applying to All Sections

Section 4: General Exclusions

This policy does not cover the following:-

- 4.1 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.
- 4.2 Breakdowns caused by failure to maintain your vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
- 4.3 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.
- 4.4 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.
- 4.5 Vehicles not in a roadworthy condition at the time cover is effected.
- 4.6 Service following any intentional or wilful damage caused by you to your vehicle.
- 4.7 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.

- 4.8 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.
 - 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.
- 4.9 Any cost recoverable under any other insurance policy that you may have.
- 4.10 The cost of food, drinks, telephone calls (whenever possible, we will call you back as soon as possible), or other incidentals.
- 4.11 Ferry and toll charges, fines or penalties imposed by the courts or congestion charges arising under this policy.
- 4.12 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.
- 4.13 Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised your vehicle's removal.
- 4.14 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.
- 4.15 Any costs for locksmiths, glass replacement or tyre specialists are your responsibility.
- 4.16 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.
- 4.17 Any cost that would have been incurred if no claim had arisen.
- 4.18 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.
- 4.19 Vehicles not registered with us.
- 4.20 Repair and labour costs other than one hour roadside labour at the scene.

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- 4.21 Service if you already owe us money.
- 4.22 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.
- 4.23 Overloading of your vehicle or carrying more passengers than it is designed to carry.
- 4.24 Claims not notified and authorised prior to expenses being incurred.
- 4.25 The charges of any other company (including police recovery) other than our Recovery Operator unless authorised by us.
- 4.26 Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.
- 4.27 Failure to comply with requests by us or our Recovery Operators concerning the assistance being provided.
- 4.28 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.
- 4.29 More than 6 callouts per year.
- 4.30 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.
- 4.31 Assistance if your vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 4.32 Any cover which is not specifically detailed within this policy.

Section 5: General Conditions

- 5.1 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.
- 5.2 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.

ROADSIDE BREAKDOWN COVER – POLICY WORDING

- 5.3 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.
- 5.4 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.
- 5.5 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 6 – Complaints Procedure. Using this service will not affect your legal rights.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 At the time of a claim, at our request you must provide evidence of proper servicing of your vehicle.
- 5.10 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.
- 5.11 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.
- 5.12 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.
- 5.13 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**.

- 5.14 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.
- 5.15 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.

Section 6: 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.

- 6.1 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.
- 6.2 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 KWIK2764J, to help your enquiry to be dealt with speedily.
- 6.3 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 7: Cancellation Provisions

- 7.1 **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. Any premium received will be refunded to you.

7.2 **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.

7.3 **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.

7.4 **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.

7.5 **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.

7.6 **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 8: 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.

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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.

