

**POLICY NUMBER:**

AGENT CODE:

CUSTOMER NAME:

POSTCODE:

VALID FROM: XX XXXXX XXXX VALID TO: XX XXXXX XXXX

REGISTRATION: XXXX XXXX

NAME OF ISSUING BROKER: Alan Boswell Insurance Brokers Ltd Head Office

**MEANING OF WORDS**

Wherever the following words and phrases appear in this Policy they will always have these meanings:

**ELIGIBLE VEHICLES:** Vehicles under 15 years old at date of inception, owned by or the responsibility of the Policyholder or his / her immediate family:-

- being cars; motorised caravans; motorcycles; light vans; estate cars; 4x4 sport utility vehicles; towed caravans or trailers of proprietary make;
- not used by You for hire or reward;
- registered in the UK Area;
- in good roadworthy condition; maintained and operated in accordance with the manufacturer's recommendations and holds a current valid MOT certificate if applicable;
- each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3500 kg, length 7m, height 3m, width 2.25m;
- carrying not more than the number of persons recommended by the manufacturer and for whom seats are available, with a maximum of 8 persons, including the driver.

Europ Assistance Holdings Limited will provide the services and benefits described in this Policy:

- during the Period of Insurance
- within the Geographical Limits
- following payment of the premium
- on the basis of the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which We recommend You read carefully, to ensure this policy meets Your individual requirements.

Benefits under this Policy are underwritten by Europ Assistance Holding Irish Branch, of 3rd Floor, St James House, Adelaide Road, Dublin 2, Ireland.

This insurance is effected in England and is subject to the Laws of England and Wales.

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

Europ Assistance Holdings Limited is authorised and regulated by the Financial Services Authority.

Signed for Europ Assistance Holdings Limited



Managing Director

**GEOGRAPHICAL LIMITS:**

**Part A - UK Area** comprising Great Britain, Northern Ireland and the Isle of Man. For Channel Islands residents, the Channel Islands are included in the UK Area for cover under Part A.

**Part B - European Area** comprising the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands (not covered as a destination for Channel Islands residents), Corsica, 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.

**INSURED INCIDENT:** Mechanical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery, or accidental damage to tyres, occurring during the Period of Insurance within the Geographical Limits.

In the case of key breakage, keys locked within Your Insured Vehicle, lack of fuel, the use of incorrect fuel, flat tyre, or puncture, We would pay for the roadside assistance and local recovery if appropriate. However, You will be responsible for paying any incremental costs such as lock replacement, new keys, drainage of tank, disposal of wrong fuel, any replacement fuel, and any replacement or repair of tyres.

Please note: If We are called six times in any one 12 month Period of Insurance, any subsequent incident(s) shall not be insured, and assistance shall be provided on the basis laid down in Section 4.

**IMPORTANT VEHICLE HEALTH CHECK**

The insurance operates on the basis that You will have had Your vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing it for a Trip abroad. In particular we will expect You to have replaced parts which a pre-Trip inspection has indicated may be reaching the end of their normal life, for example the friction linings in clutch or brakes. Don't forget that replacing such items abroad will disrupt Your Trip, may not be practicable within Your travel timescale, and could cost You significantly more than in the UK. And – have Your vehicle checked in plenty of time before Your departure date so that Your garage can fix any problem they discover. If you leave the pre-Trip check to the last ten days then the benefit under Section 5 – **Cover Prior to Departure** – will NOT apply. Keep proof of regular servicing in Your vehicle, with Your handbook or travel documents. If You call us for assistance, and Our mechanic 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 Our intervention.

**INSURED PERSON or YOU/YOUR:** The Policyholder whilst an occupant of the Insured Vehicle, and/or any other authorised occupant of the Insured Vehicle (other than a hitch hiker).

**INSURED VEHICLE:** The Eligible Vehicle, details of which have been supplied to Us, normally kept at the Policyholder's address shown on the confirmation letter.

**PERIOD OF INSURANCE:** The 12 month period starting from the commencement date shown on the confirmation letter, which shall be at least 24 hours following the date the Policyholder applies for cover. Cover under Section 5 begins up to seven days before You start Your Trip. Legal advice continues to apply for up to a week after You return home. Cover for all other sections applies for the length of each Trip.

Please note: During the annual Period of Insurance You will be covered for Trips You undertake in the European Area, on condition that the total period You spend travelling on such Trips does not exceed a **total of 60 days** (irrespective of the number of individual Trips You undertake).

**POLICYHOLDER:** The applicant who has applied for cover, and whose details have been supplied to Us.

**TRIP:** A journey abroad in the Insured Vehicle to the countries of the European Area, commencing and ending in the UK Area, not exceeding **31 consecutive days**.

Please note: Cover under Part B applies door-to-door, so all the appropriate benefits apply within the UK Area during Your direct journeys between home and the 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 Channel crossing or accommodation booking reference.

If, however, Your Trip is planned to exceed 31 consecutive days in length, then no cover at all will apply under this Policy in respect of that Trip and You will need to make alternative insurance arrangements.

**WE, OUR or US:** Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

**PART A - ANNUAL COVER  
FOR MOTORING WITHIN THE UK AREA  
Cover applies as described in Sections 1 to 4.**

Please note: if You are undertaking a Trip to the European Area, different benefits apply during Your direct journeys between home and Your port or international rail terminal - see Part B for details.

**Please also see Part C - Terms applying to all Sections.**

**REQUESTING ASSISTANCE IN THE UK**

IN THE EVENT OF AN INSURED INCIDENT IN THE UK AREA, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS TELEPHONE EUROP ASSISTANCE STATING YOUR NAME AND POLICY DETAILS. On motorways use the nearest Emergency telephone and provide the Police with Our Vehicle Assistance emergency 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.

Remember, to comply with the policy terms and conditions You must contact Us before incurring any expenses in order to obtain Our prior authorisation.

**TELEPHONE EUROP ASSISTANCE**

**CALL: 0870 737 5775**

**SECTION 1 - DOORSTEP & ROADSIDE ASSISTANCE**

If the Insured Vehicle is immobilised or rendered unroadworthy as the result of an Insured Incident, We will arrange and pay for:

- 1.1 callout and up to one hour's labour for assistance at Your home or at the roadside;
- AND, if necessary
- 1.2 the transportation of the Insured Person(s) and the Insured Vehicle to the nearest suitable repairer.

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.

**What is not covered:**

- a) roadside labour charges in excess of one hour.
- b) any labour charges incurred at the repairer's premises.
- c) the cost of replacement parts or other materials used in the repair.
- d) toll and sea transit charges for the Insured Vehicle.
- e) any winching costs or the use of specialist off-highway-recovery equipment.
- f) more than six call-outs during each Period of Insurance.

**SECTION 2 - MESSAGE RELAY**

If We have been contacted in connection with an Insured Incident, We will relay up to two telephone messages to Your family members, friends or business associates to advise of unforeseen travel delays.

**SECTION 3 - VEHICLE RECOVERY / ONWARD TRANSPORTATION**

In the event of loss of use of the Insured Vehicle caused by an Insured Incident, and it is apparent repairs cannot be effected by the end of the working day in which the Insured Incident occurred, then provided Our services were requested at the time of the Insured Incident:

**EITHER**

- 3.1 We will arrange and pay for the transportation of the Insured Person(s), and if appropriate, the Insured Vehicle:
  - i) to the Policyholder's home address. OR
  - ii) to the original destination within the UK Area. OR
  - iii) to a repairer either in the vicinity of the above locations or to a repairer of Your choice.The means of transport shall be at Our discretion.

**OR**

- 3.2 In the event of theft, when the Insured Vehicle is not recovered by the end of the working day in which the Insured Incident occurred, We will arrange and pay for transport of the Insured Person(s), by one direct journey, to the Policyholder's home address or original destination within the UK Area.

**OR**

- 3.3 If the Insured Vehicle is not transported within the terms of Section 3.1, and repairs are effected locally, if necessary We will arrange and pay up to £100 in total for the following benefits:
  - i) A replacement self-drive rental vehicle, where available, for up to 24 hours to either continue the journey or return home within the UK Area. We will pay for rental charge of up to a Group C vehicle only, collision damage waiver and any necessary drop-off charge, but You remain responsible for the cost of any fuel used. You must be able to satisfy the requirements of the hire car providers, as to an acceptable driving licence and

minimum driver age. They will also require sight of Your credit/charge card before releasing the vehicle to You.

We will also pay for the cost of one single standard class rail ticket to enable the Insured Vehicle to be collected following repair.

If We are unable to arrange a suitable replacement 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 two benefits under this section. OR

ii) The cost for the Insured Person(s) to either continue the journey or return home within the UK Area by public transport. The means of such public transport shall be at Our discretion. We will also pay for the cost of one single standard class rail ticket to enable the Insured Vehicle to be collected following repair. OR

iii) At Our discretion, the cost of providing necessary bed and breakfast overnight accommodation for the Insured Person(s) in a local hotel whilst awaiting repairs, when the Insured Incident has occurred at a late hour more than 25 miles from the Policyholder's home address shown on the confirmation letter.

**What is not covered:**

- a) any costs which would have been incurred in the course of a journey, if the incident giving rise to a claim had not occurred.
- b) toll and sea transit charges for the Insured Vehicle.
- c) long-distance transport of the Insured Vehicle to the premises where the Insured Vehicle was purchased or previously repaired, solely to claim under a Warranty scheme, when a suitable alternative repairer is nearer to hand.
- d) fines, parking charges and any congestion charges arising from use of a replacement vehicle.

**SECTION 4 - MEDICAL TRANSFER & GENERAL ASSISTANCE**

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

Emergency medical transfer of the Insured Person hospitalised away from home, in the course of a journey within the UK Area in the Insured Vehicle.

We will organise medical transfer as appropriate, but You will be responsible for paying any costs and expenses incurred in such transfer.

4.2 Any motoring-related problem which is not an Insured Incident covered under Section 1 and/or Section 3. We will organise callout of a repairer to render assistance, but the Policyholder will be responsible for paying, directly to the repairer:

- all callout and labour costs, which will be based on Our nationally negotiated scale of charges;
- the cost of replacement parts or other materials used in the repair.

**PART B - EUROPEAN  
MOTORING ASSISTANCE**

**Cover applies as described in Sections 5 to 12,  
including Your direct journeys between home and  
Your port or international rail terminal.**

*Please remember that You will be asked to demonstrate that You are planning or undertaking a journey abroad, for example by quoting a Channel crossing or accommodation booking reference.*

*If, however, Your Trip is planned to exceed 31 consecutive days in length, then no cover at all will apply under this Policy in respect of that Trip and You will need to make alternative insurance arrangements.*

**Please also see Part C - Terms applying to all Sections.**

**SECTION 5 - COVER PRIOR TO DEPARTURE**

If the Insured Vehicle is lost, immobilised or rendered unroadworthy as a result of breakdown, accident, fire or theft occurring during the seven days immediately preceding Your arranged date of departure for a Trip, and it cannot be repaired or is not recovered prior to the arranged date of departure, We will pay up to £750 in total under this Policy to enable You to continue Your originally planned Trip. We will pay for the following:

- The hire of a suitable replacement vehicle, where available, for the purpose of carrying out the original Trip (including rental charge, collision damage waiver and any necessary drop-off charge).

OR

- The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing).

Any claim involving the hire of a replacement vehicle must have Our prior approval. You must contact Us as soon as You know Your vehicle may be unavailable for the 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;
- repairs cannot be effected before the date planned for You to begin Your Trip.

**What is not covered:**

- 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 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.
- c) loss of use of a vehicle hired to You.
- d) the cost of fuel and oil used in any replacement vehicle.
- e) the cost of any Personal Accident insurance or other benefit not specifically covered under this policy.
- f) fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- g) Trips solely within the UK Area.

**SECTION 6 - ROADSIDE ASSISTANCE**

If the Insured Vehicle is immobilised or rendered unroadworthy during the Trip as a result of fire, theft, accidental damage or breakdown, We will arrange and pay up to a maximum under this Policy of £250 for roadside assistance and, if necessary, the transportation of the Insured Person(s) and the Insured Vehicle to the nearest suitable repairer.

A garage or specialist undertaking repair work (other than at the roadside) will be acting as Your agent for such repair work.

**What is not covered:**

- a) labour charges in excess of £50.
- b) charges for any labour not incurred at the roadside.
- c) the cost of replacement parts or other materials.
- d) Trips solely within the UK Area.
- e) any winching costs or the use of specialist off-highway-recovery equipment.

**SECTION 7 - REPLACEMENT PARTS**

In the event of necessary replacement parts not being available locally during the Trip outside the UK area, on receipt of Your instructions, We will undertake to obtain them elsewhere and will pay all freight charges involved in despatching them to the location of the Insured Vehicle. 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. The actual cost of the parts and any Customs Duty must be paid to Us by You, by a debit to Your credit or charge card or by a prior deposit of funds in the UK Area.

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.

**What is not covered:**

- a) the actual costs of any parts.
- b) Trips solely within the UK Area.

**SECTION 8 - BREAK-IN**

In the event of a theft (or attempted theft) of the Insured Vehicle or the contents contained in the Insured Vehicle during the 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 the Insured Vehicle in a secure condition to continue the Trip.

**You must obtain a Police Report within 24 hours of the incident giving rise to a claim.**

**What is not covered:**

- a) damage to paintwork or other cosmetic items.
- b) costs incurred following Your return home.
- c) Trips solely within the UK Area.

**SECTION 9 - VEHICLE OUT OF USE**

If the Insured 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 24 hours We will pay up to a maximum of £750 in total under this Policy for:

- the additional cost of transporting You, with Your luggage, to Your destination by public transport

OR

- for the immediate hire of a replacement vehicle, where and when obtainable whilst the Insured Vehicle remains unserviceable. We will pay for the rental charge of up to a Group C vehicle only, collision damage waiver and any necessary drop off charge. If We are unable to arrange a suitable replacement 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 two benefits under this section.

OR ALTERNATIVELY

- cost of local overnight hotel accommodation while You wait for repairs to be completed. We will pay Bed & Breakfast only costs up to a maximum of £125 per Insured Person within the overall limit for this Section, on condition that this cost is additional to, or in excess of, any accommodation costs You had planned to pay if the loss of use of the Insured Vehicle had not occurred.

**What is not covered:**

- a) the cost of fuel and oil used in any replacement vehicle.
- b) the cost of any optional Personal Accident insurance or other benefit not specifically covered under this Policy.
- c) costs incurred outside the period of the Trip.
- d) fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- e) Trips solely within the UK Area.

**SECTION 10 - ALTERNATIVE DRIVER**

In the event of You being declared medically unfit to drive the Insured Vehicle in the course of a Trip, or having to return home early because of what We agree is a serious or urgent reason, and there is no other Insured Person qualified *and competent* to

drive, We will pay all necessary additional costs incurred to return the Insured Vehicle to the home address in the UK Area.

We may elect to provide a qualified driver to drive back the Insured Vehicle and passengers.

**What is not covered:**

- a) Trips solely within the UK Area.

**SECTION 11 - REPATRIATION**

If the Insured Vehicle is lost, immobilised or rendered unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown, We will pay:

- 11.1 The cost of transporting You, with Your hand luggage and valuables, to Your home address in the UK Area if the Insured 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.
- 11.2 The cost of transporting the Insured Vehicle to Your home address or repairer in the UK Area if repairs cannot be carried out abroad (or the Insured Vehicle, if stolen, has been recovered but not in a roadworthy condition), by the intended time of Your return home.
- 11.3 We will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs.

OR

When agreed in advance by Us, We will pay the cost of one person to travel to the location of the Insured Vehicle by public transport to drive the repaired vehicle to Your home address in the UK Area.

The maximum We will pay under this Policy to repatriate the Insured Vehicle will be limited to its current market value in the UK Area.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the UK Area, and when You confirm to Us that these repairs will be put in hand.

If You are repatriated by Us, 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 the Insured Vehicle.

If a replacement vehicle has been provided, once the vehicle has returned to the Policyholders Home address within the UK Area, it will no longer be covered irrespective of whether the original Insured Vehicle is still in the process of repatriation.

**What is not covered:**

- a) repatriation of vehicle occupants injured in an accident involving the Insured Vehicle.
- b) Trips solely within the UK Area.

**SECTION 12 - CUSTOMS REGULATIONS**

If as the result of fire, theft, accidental damage or breakdown occurring outside the UK Area during a Trip:

- 12.1 The Insured 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.
- 12.2 The Insured 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.

**What is not covered:**

- a) the cost of any other import duties imposed by Customs.

**REQUESTING EMERGENCY ASSISTANCE WHEN  
ON A TRIP**

IN AN EMERGENCY, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS TELEPHONE US STATING YOUR NAME AND POLICY DETAILS.

Call Us and We will contact the nearest suitable garage. On motorways always use the Emergency telephones as these pinpoint Your exact location. The Police may arrange for Your recovery from the motorway. In this case contact Us when You reach an ordinary phone or use a mobile. 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. Please note that car hire companies impose driver minimum age restrictions and will require sight of a credit / debit or charge card before releasing the vehicle to You.

Please give Us an address or phone number where We can contact You. Many hotels, garages and hospitals have telex or telefax. This number is invaluable as urgent messages can be left at any time of day or night. We monitor the progress of each case with care and make all the necessary arrangements.

*Remember, to comply with the insurance terms and conditions You must contact Us before incurring substantial expenses in order to obtain Our prior authorisation.*

**VEHICLE ASSISTANCE**

**FIRST DIAL THE UK CODE, THEN:**

**\*870 737 5775**

**or \* +44 (0) 1444 442892**

(\*NOTE: When calling from inside the UK first dial zero)

**PART C - GENERAL TERMS  
APPLYING TO ALL SECTIONS**

**SECTION 13 - GENERAL EXCLUSIONS**

**What is not covered:**

- 13.1 Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful d.i.y. dismantling and/or reassembly; kit cars.
- 13.2 Any recurring claim due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault.
- 13.3 Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicles removal.
- 13.4 Vehicles being used for hire or reward; or for motor racing, rallies, speed or duration tests or practising for such events.
- 13.5 The provision of service to vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which Our agents have no right of access, or on Motor Traders' premises.
- 13.6 Vehicles not in a roadworthy condition at the time cover is effected.
- 13.7 Any deliberately careless or deliberately negligent act or omission by You.
- 13.8 Claims arising from loss of or damage to contents of the Insured Vehicle.

- 13.9 Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents.  
In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 13.10 Loss or destruction or damage, or any loss or expense whatsoever resulting from:
  - a) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 13.11 Any expense which at the time of the incurring of such expense is insured by or would but for the existence of this Policy be insured by any other existing policy or policies or under any motoring organisation's service or other service.
- 13.12 Immobilisation of, or damage to, the Insured Vehicle or any component, or travel delay or any consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
- 13.13 The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.
- 13.14 Consequential loss of any kind arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated.
- 13.15 Any tolls, fines, parking charges or congestion charges arising under this Policy.

- 13.16 Any winching costs or specialist off-highway-recovery 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 as specialist. Once the vehicle has been recovered to a suitable location, normal service will be provided.
- 13.17 The cost of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but it will be Your responsibility to pay for any work carried out.
- 13.18 Any costs incurred as a result of not carrying a serviceable spare tyre and wheel for Your vehicle, caravan or trailer.
- 13.19 Any costs for locksmiths, glass replacement or tyre specialists are Your responsibility.
- 13.20 Claims arising from circumstances which were known to You at the time of applying for this insurance or at any time prior to the commencement 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.
- 13.21 Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
- 13.1 Any claim when You have not paid the appropriate premium for the full number of days comprising Your planned Trip, irrespective of when the incident giving rise to the claim may occur.

#### **SECTION 14 - GENERAL CONDITIONS**

- 14.1 You must declare to Us all facts which are likely to affect this insurance. 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.
- 14.2 You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this Policy. You must act as if You are not insured. You must take all steps necessary to expedite the completion of repairs, and You shall not abandon the Insured Vehicle or any of its parts to Us without Our authorisation.
- 14.3 We will not accept liability for expenses incurred without Our prior knowledge or consent and the Emergency Centre must be contacted when an incident arises that may be the subject of a claim.
- 14.4 We cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured Vehicle at the time of an Insured Incident. 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.
- 14.5 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, an Insured Person or member other than the Policyholder must agree to abide by all the relevant terms, conditions and exclusions of this Policy.
- 14.6 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.
- 14.7 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 Our Customer Services Department on 01444 442442.
- 14.8 In the event of an emergency or of any occurrence which may give rise to a claim for substantial costs under this insurance, 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.
- 14.9 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.
- 14.10 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.
- 14.11 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 the Complaints Procedure. Using this Service will not affect Your legal rights.
- 14.12 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.
- 14.13 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.
- 14.14 At the time of a claim, at Our request You must provide evidence of proper servicing of Your vehicle.
- 14.15 A garage or specialist undertaking repair work on Your instructions and which is not specifically covered under this insurance will be acting as Your agent for such repair work.
- 14.16 This contract of insurance is effected in England and unless otherwise agreed between the Policyholder and Us is subject to the Laws of England and Wales, the Courts of which countries alone shall have jurisdiction in any disputes.
- 14.17 Service will be provided only to the Insured Vehicle, details of which have been supplied to Us.
- 14.18 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.
- 14.19 You must pay the appropriate premium for the full number of days comprising Your planned Trip. If Your Trip is planned to exceed the number of days for which We offer insurance then no cover at all shall apply in respect of that particular Trip and You will need to make alternative insurance arrangements.
- 14.20 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.

### **SECTION 15 - COMPLAINTS PROCEDURE**

We aim to provide a first class service at all times. However, if You have any complaint regarding the standard of service You have received under Your Policy, the following procedure is available to You to resolve the situation:

- 15.1 In the first instance please contact the Quality Department of Europ Assistance Holdings Limited at Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Alternatively, You can telephone Us on 0845 358 8008 or e-mail Us on: [quality@europ-assistance.co.uk](mailto:quality@europ-assistance.co.uk)  
If We cannot give You a final decision by four weeks from the day We receive Your complaint We will explain why and tell You when We hope to reach a decision.
- 15.2 Our decision is final and based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision You have the right to make an appeal.
- 15.3 In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks\* of Us receiving Your complaint, You have the right, in addition to Your contractual rights under the insurance, to refer the matter to the Financial Ombudsman Service at :

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

Telephone : 0845 080 1800

- N.B. The time scales given above are dependent on You responding immediately to any correspondence We send You.

### **SECTION 16 - MAKING A CLAIM ON RETURN HOME**

- First, check Your Schedule and the appropriate Section of Your Policy to make sure that what You are claiming for is covered.
- Claim forms can be obtained from [www.europ-assistance.co.uk/clientclaimforms](http://www.europ-assistance.co.uk/clientclaimforms). Alternatively, telephone Our Claims Helpline on 01444 442277 to obtain a claim form via email or post, giving Your name and Policy number, and brief details of Your claim.
- All claims must be submitted within 28 days of Your return on a Policy claims form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant Section of Your Policy for specific conditions and details of the supporting evidence that We require.
- Please remember that it is always advisable to retain copies of all documents when submitting Your claim form.
- In order to facilitate prompt handling of claims, We may use appointed claims handling agents.
- When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking system method, You will be responsible for supplying Us with the correct bank account details and Your full authority for us to remit monies directly to that account. Provided that payment is remitted to the bank account designated by You, Europ Assistance shall have no further liability or responsibility in respect of such payment, and it shall be Your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to Us.

### **SECTION 17 - CANCELLATION PROVISIONS**

**Right to return the insurance document:** You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. We will refund to You any premium You have paid.

**Cancellation by the Policyholder:** If You subsequently give notice in writing or by telephone to Us 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. No return of premium will be made.

**Cancellation by Us:** We may give 14 days notice of cancellation of this policy by recorded delivery letter to You at Your last known address.

**Premium position upon cancellation by Us:** If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You. If however, an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

**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.

### **SECTION 18 - DATA PROTECTION ACT 1998 NOTICE**

We collect and maintain personal information in order to underwrite and 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 and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Us should be directed to the Customer Contact Centre Manager, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

### **STANDARD OF WORKMANSHIP**

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