



Motor Breakdown Insurance policy

Driver Guardian Limited

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## How to make a claim

To get UK emergency help, contact the 24 hour emergency helpline:  
**01737 334425**

To get European emergency help, contact the 24 Hour Emergency Helpline:  
**+44 (0) 1737 334425** You may have to pay a charge if **you** use a mobile phone to call this number.

Text messaging is available if **you** are deaf, hard of hearing or have speech difficulties. Please text the word '**breakdown**' to:  
**+44 (0)7624 808 266**

## Your policy

**You should have the following information available when making a claim:**

- Your **vehicle's** registration number;
- Your name, home postcode and contact details;
- Your **policy** number;
- The make, model and colour of the **vehicle**;
- The location of the **vehicle**;
- An idea of what the problem is;
- An SOS box or marker post number (if this applies).

## Important information

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

Each section of cover explains what is and is not covered. There are also Exclusions (things that are not included) and General Conditions that apply to all sections of the cover. **Please refer to the Exclusions and General Conditions section at the back of this booklet.**

## Definitions Related to this Motor Breakdown policy

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

### 1. Authorised Operator

A service provider authorised by us in advance to carry out repairs or **vehicle** recovery under this **policy**.

### 2. Breakdown

**Breakdown** means an event which renders **you** unable to commence, continue or complete a journey as a result of your **vehicle** being unsafe to drive or being immobilised or not being able to use the **vehicle** because of:

- a mechanical or electrical **breakdown**;
- a flat battery;
- a flat tyre;
- vandalism;
- a fire;
- a theft or an attempted theft;

- an accident;
- it having no fuel; or
- putting the wrong fuel into it;
- unable to access your **vehicle** due to your keys being faulty, lost, or broken in the lock, or locked in the **vehicle**.

### 3. Countries Covered

UK, cover for which includes Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

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

### 4. Exclusions and General Conditions

The **Exclusions and General Conditions** apply to all parts of this **policy**.

### 5. Journey

A trip starting and finishing within the countries covered as shown on **your policy schedule**.

### 6. Luggage

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

### 7. Misfuelling

Accidentally filling the fuel tank with incorrect fuel for the **vehicle**.

### 8. Passenger(s)

The occupants of the **vehicle** not exceeding the manufacturer's limit, up to 7, including the **Driver**.

### 9. Period Of Cover

The length of time for which this insurance applies. This is shown on **your policy schedule**.

### 10. Personal Policy

A **Personal policy** covers **you** whilst travelling in a **vehicle** as detailed in this **policy**.

### 11. Policy Schedule

A document detailing the services, **vehicles** and or people entitled to cover under this **policy**.

### 12. Premium

The amount payable by **you** as shown on **your policy schedule**.

### 13. The Underwriter

This **policy** is underwritten by Inter Partner Assistance SA (IPA) UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm's registered number is 202664. **You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register).

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

### 14. Vehicle Policy

This **policy** covers **breakdown** assistance for the specific **vehicle** (or **vehicles**) shown on **your policy schedule**.

### 15. Vehicle(s)

**Vehicle** means the private or commercial vehicle which is as shown on **your policy schedule**, and of a size up to the following maximum dimensions.

- Gross **Vehicle** Weight - 7.5 tonnes
- Length – 12m
- Width - 2.55m incl. wing mirrors
- Height - 3m

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

- Length – 8m
- Width - 2.55m
- Height – 3m

Please note that **vehicles** and caravans/trailers that exceed these dimensions are not covered. The **vehicle** you are travelling in must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for the **vehicle**, caravan or trailer, if it is designed to carry one. If the **vehicle** does not have a spare tyre by design then **you** must provide the manufacturer's approved repair kit supplied.

#### **16. We, us, our**

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

#### **17. You, your, driver**

The **policyholder(s)** named on the **policy schedule** or any person driving an insured **vehicle**, and any passengers in the insured **vehicle**, not exceeding the **vehicle** manufacturers recommendation.

#### **18. Your home**

Your current UK address where **you** permanently live or where **you** keep your **vehicle**.

## Service summary

	Full UK Breakdown Cover	UK & European Breakdown Cover
<b>SERVICES</b>	Home Start in UK, Roadside Recovery, Nationwide Recovery in the UK	Home Start in UK, Roadside Recovery, Nationwide Recovery in the UK & Europe
Roadside assistance beyond one mile from Home	✓	✓
Local recovery within 20 miles	✓	✓
Up to one hour roadside repair (UK only)	✓	✓
UK recovery	✓	✓
European recovery	x	✓
Car hire for up to 24 hours	✓	✓
Overnight accommodation	✓	✓
Roadside Assistance at or within one mile from home	✓	✓
Repatriation to UK of <b>vehicle</b> , occupants or both. European cover only.	x	✓

See full policy wording for more details.

## Breakdown causes

<b>WHAT IS COVERED</b>	✓
Flat battery	✓
Flat tyre	✓
Mechanical/Electrical <b>breakdown</b>	✓
No fuel	✓
Accident	✓
Fire	✓
Theft or attempted theft	✓
Vandalism	✓
Lost or broken keys	✓
Incapacitated driver	✓
Misfuelling	✓
	UK only

<b>MAXIMUM NUMBER OF CLAIMS PER ANNUM BY TYPE OF POLICY AS SHOWN ON YOUR POLICY SCHEDULE</b>	
<b>Vehicle policy</b>	<b>Vehicle</b>
Maximum No. of claims	5
<b>Personal policy</b>	<b>Person</b>
Maximum No. of claims	5

The type of **policy** that **you** hold will be shown on **your policy schedule**. If **you** need **our** help for more than the number of claims allowed on **your policy** in a 12-month period of cover or more than twice for the same fault on the same **vehicle**, **you** will have to pay for the services **we** provide. **We** will ask for a credit card number or debit card number before **we** help **you**.

### Exclusions and General Conditions

These are detailed under what is not covered, together with **Exclusions and General Conditions** that apply across this **policy**. **We** do not wish **you** to discover after an incident has occurred that it is not insured. **Please refer to page 15 of this policy wording to read the Exclusions and General Conditions.**

### What is covered

<b>WHAT IS COVERED</b>	<b>WHAT IS NOT COVERED</b>
<b>A. ROADSIDE RECOVERY</b>	
The cover in this section will only apply if <b>you</b> have paid the premium.	
<ul style="list-style-type: none"> <li>▪ If the <b>vehicle</b> breaks down more than one mile from your home, <b>we</b> will arrange and pay for a <b>breakdown vehicle</b> to come to the <b>vehicle</b> and <b>our Authorised Operator</b> will spend up to one hour's labour (where safe and legal to do so) to try to get it working again.</li> <li>▪ If the <b>vehicle</b> cannot be made safe to drive at the place <b>you</b> have broken down, <b>we</b> will arrange for the <b>vehicle</b>, the driver and passengers to be recovered to a repairer or a destination of your choice within 20 miles of <ul style="list-style-type: none"> <li>a. your original destination;</li> <li>b. your original departure point; or</li> <li>c. a suitable local garage for it to be repaired.</li> </ul> </li> </ul> <p><b>You</b> must pay the cost of any repairs.</p> <ul style="list-style-type: none"> <li>▪ If <b>you</b> lose or break your <b>vehicle</b> keys, <b>we</b> will recover your <b>vehicle</b> and passengers to <b>our Authorised Operator's</b> base or home/local repairer within 20 miles. <b>You</b> will have to pay all other costs.</li> <li>▪ <b>We</b> will pass on up to two messages to either your home or place of work to tell them about your situation.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A <b>breakdown</b> at or within one mile from your home.</li> <li>▪ Travel outside the UK.</li> <li>▪ More than two claims from a similar fault on the same <b>vehicle</b> during the period of cover.</li> <li>▪ Anything mentioned in <b>Exclusions and General Conditions</b>.</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<b>B. NATIONWIDE RECOVERY IN THE UK</b>	
The cover in this section applies as well as the cover shown in section A. It will only apply if it is shown on your current <b>policy schedule</b> and if <b>you</b> have paid the premium.	
<p>If the <b>vehicle</b> cannot be made safe to drive at the place <b>you</b> have broken down, or cannot be repaired the same day at a suitable local garage, <b>we</b> will choose the most appropriate solution from one of the following options, taking your circumstances into account.</p> <p><b>Nationwide recovery:</b>  <b>We</b> will take the driver and passengers, together with the <b>vehicle</b>, to your original destination or your address in one complete journey;            or</p> <ul style="list-style-type: none"> <li>▪ <b>We</b> will arrange for the <b>vehicle</b> to be taken to a suitable repairer for it to be repaired at your cost, as long as this can be done in one journey;</li> </ul> <p>or</p> <p><b>Overnight accommodation:</b></p> <ul style="list-style-type: none"> <li>▪ <b>We</b> will pay the cost for bed and breakfast for one night only. <b>We</b> will pay up to £80 for each person up to a total of £500;</li> </ul> <p>or</p> <p><b>24-hour UK car hire:</b></p> <ul style="list-style-type: none"> <li>▪ <b>We</b> will pay up to £100 for a hire car for up to 24 hours. <b>You</b> will be responsible for returning the hire car and collecting <b>your</b> repaired <b>vehicle</b>. <b>You</b> must meet the conditions of the hire-car company to be able to hire a car.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A <b>breakdown</b> at or within one mile from your home.</li> <li>▪ Travel outside the UK.</li> <li>▪ We cannot guarantee that hire cars will always be available and <b>we</b> are not responsible if they are not available. <b>We</b> will do <b>our</b> best to arrange a <b>vehicle</b> of the same size as yours, but <b>we</b> cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. <b>You</b> must meet the conditions of a hire-car company to hire a <b>vehicle</b>.</li> <li>▪ The provision of rental motorcycles</li> <li>▪ Anything mentioned in <b>Exclusions and General Conditions</b>.</li> </ul>

<b>C. HOME START IN THE UK</b>	
The cover in this section will only apply if it is shown on your current <b>policy schedule</b> and if the premium has been paid.	
<ul style="list-style-type: none"> <li>▪ If the <b>vehicle</b> breaks down anywhere at or within one mile from your home, <b>we</b> will arrange and pay for a <b>breakdown vehicle</b> to come to the <b>vehicle</b> and <b>our Authorised Operator</b> will spend up to one hour's labour to try to get the <b>vehicle</b> working again. <b>We</b> will try to mobilise your <b>vehicle</b> when it is safe and legal to do so.</li> <li>▪ If the <b>vehicle</b> cannot be safely repaired to drive at the place <b>you</b> have broken down, <b>we</b> will arrange for the <b>vehicle</b>, the driver and passengers to be taken to a suitable local garage (normally within 20 miles), for it to be repaired. <b>You</b> must pay the costs of any repairs.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Travel outside the UK.</li> <li>▪ Anything mentioned in <b>Exclusions and General Conditions</b>.</li> </ul>

#### D. EUROPEAN RECOVERY

The cover in this section will only apply if it is shown on **your policy schedule** and if the premium has been paid. Your trip must not be longer than 31 days in a row, or not more than 120 days in total during the period of cover. Please note some policies are valid for 90 days in total, not 120, please check policy schedule. The benefits shown below also apply in the UK, as long as **you** break down during **your** journey.

To get European emergency help, contact the 24 Hour Emergency Helpline:  
**<PHONE>**.

**You** may have to pay a charge if **you** use a mobile phone to call this number.

#### INTRODUCTION TO EUROPEAN MOTORING

As a guideline, **we** recommend **you** take the following documents in case **you** need them by law in the countries in which **you** might break down.

- Photo card, driving licence and supporting documents.
- Insurance documents including Travel Insurance if **you** have purchased this for your journey.
- Valid MOT certificate.
- Logbook (V5 registration document).
- If **you** do not own the **vehicle**, confirmation that **you** have the owner's permission to drive it.

The above is not a full list and is for guidance only.

#### Important information before travelling

- If **you** break down on a European motorway, motorway services or major road, **you** will often need to get help using the SOS phones. The local services will tow **you** to a place of safety and **you** will have to pay for the service. **You** can then contact **us** if **you** need more help. **We** will reimburse up to £250 towards the cost of recovery from the motorway subject to submission of a valid invoice or 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 help **you** and repair your **vehicle**. **We** will not be held legally responsible for any delays in **you** reaching **your** destination.
- Before travelling, it is recommended that **you** consult the laws of the country **you** are planning to visit.
- Please note it may be more expensive to repair **your vehicle** abroad than in the UK and **you** are responsible for the cost of repair.
- **We** may need a minimum of two complete working days from the notification of **breakdown** to assess /repair **your vehicle** within the country of incident.
- **We** can ask for proof of outbound and inbound travel dates.
- Most European recovery operators are not equipped to repair **your vehicle** at the roadside. If **you** break down in Europe, the operator will take **you** and **your vehicle** straight to a facility for **your vehicle** to be examined and repaired.

Further information on driving abroad can be viewed at [www.fcowidget.com](http://www.fcowidget.com)



## D. EUROPEAN RECOVERY

The cover in this section will only apply if it is shown on **your policy schedule** and if the premium has been paid.

**Your** trip must not be longer than 31 days in a row, or not more than 120 days in total during the period of cover. Please note some policies are valid for 90 days in total, not 120, please check policy schedule.

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

### WHAT IS COVERED

- If **your vehicle** breaks down, **we** will arrange for an **Authorised Operator** to come to where the **vehicle** is. **We** will arrange and pay for **your vehicle**, the driver and up to six passengers to be taken to a local garage for it to be repaired. **You** must pay the costs of any repairs.
- After the theft or attempted theft of the **vehicle** or its contents, **we** will pay the costs of repairing the damage to **your vehicle** or pay for replacement parts up to £200 in total, which are needed for emergency roadside repairs to make **your vehicle** secure.
- If **you** break down on a European motorway or major road, the local services will tow **you** to a place of safety and **you** will have to pay for the service. **You** can then contact **us** if **you** need more help. **We** will pay up to £250 towards the costs of recovery from the motorway or service area, subject to submission of a valid invoice or receipt. **We** will pay **you** in line with the exchange rate on the date of the claim.

### WHAT IS NOT COVERED

- Any amounts for making the **vehicle** secure once **you** have returned to the UK.
- Sending **you** and or **your vehicle** home if the **vehicle** can be repaired but **you** do not have enough money to cover the repair.
- Travel outside the countries covered.
- The costs of repatriating **your vehicle** to the UK if repairs can be done locally and **you** are not willing to allow this to happen.
- Anything mentioned in **Exclusions and General Conditions**.

### Delivering replacement parts

- If replacement parts are not available locally to repair the **vehicle** after a **breakdown**, **we** will arrange and pay to have the parts delivered to **you**, if available and achievable.

- **We** will not cover the actual cost of replacement parts and any customs duty. **You** must pay **us** this using a credit card or debit card or any other payment method **we** agree is suitable.
- If the replacement parts can be bought locally, **we** will not cover any amount for getting parts.
- Anything mentioned in **Exclusions and General Conditions**.

### Not being able to use your vehicle

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

- To move **you**, **your** passengers and luggage to **your** original destination and then, once **your vehicle** has been repaired, take **you** back to **your vehicle** or bring **your vehicle** to **you**; or
- The cost of hiring a car while **your vehicle** is being repaired following diagnosis. **We** will pay up to £70 a day and £750 in total, as long as **you** are able to meet the conditions of the hire-car company; or
- **We** will pay for bed and breakfast costs of up to £80 for each person each day (£500 in total for everyone in **your** group) while **your vehicle** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** can't get **your** money back.

- The cost of a hire car before the fault with **your vehicle** is diagnosed.
- Replacement parts.
- Any insurance you have to pay to the hire-car company.
- We cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a **vehicle** of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire-car company to hire a **vehicle**.
- **We** will not pay for any additional costs relating to hire car use such as fuel or penalties associated with use not authorised by **us**.
- Anything mentioned in **Exclusions and General Conditions**.
- Medical repatriation of the driver and/or other passengers.
- The provision of rental motorcycles.

<ul style="list-style-type: none"> <li>▪ If, during the journey, the driver cannot drive because of an injury or illness, and there is no one else able or qualified to drive the <b>vehicle</b>, <b>we</b> will provide, and pay for, a driver to finish the journey or return the <b>vehicle</b> and passengers to the place <b>you</b> were originally travelling from. <b>You</b> will need to provide a medical certificate for the driver before <b>we</b> provide assistance.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The costs of repatriating <b>your vehicle</b> to the UK if repairs can be done locally and <b>you</b> are not willing to allow this to happen.</li> <li>▪ Not applicable for fare paying customers.</li> <li>▪ Anything mentioned in <b>Exclusions and General Conditions</b>.</li> </ul>
<p>If after a <b>breakdown your vehicle</b> is still not repaired or safe to drive when it is time for <b>you</b> to go home, <b>we</b> will pay for (reasonable) transport to get <b>you</b>, <b>your</b> passengers and <b>your</b> luggage to <b>your</b> home, and up to £150 towards other travel costs in the UK while <b>you</b> wait for <b>your own vehicle</b>. <b>We</b> will also pay storage charges (up to £100) while <b>your vehicle</b> is waiting to be repaired, collected or taken to the UK. <b>You</b> will be responsible for meeting all storage charges for your <b>vehicle</b> in excess of £100.</p> <p><b>We</b> will then choose the most appropriate solution from the following options:</p> <ul style="list-style-type: none"> <li>▪ Take <b>your vehicle</b> to <b>your</b> home or <b>your</b> chosen repairer in the UK.</li> <li>▪ Pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for <b>you</b> to collect <b>your vehicle</b> once it has been repaired.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Any costs <b>you</b> would have paid anyway for travelling home.</li> <li>▪ Anything mentioned in <b>Exclusions and General Conditions</b>.</li> </ul>
<p><b>If you can't use your own vehicle to get home</b></p>	
<p>If the cost to repair <b>your vehicle</b> exceeds its market value, <b>we</b> will pay <b>you</b> up to £500 allowance towards <b>your</b> choice of the following:</p> <ul style="list-style-type: none"> <li>▪ Scrapping the <b>vehicle</b> and buying a replacement car;</li> <li>▪ Repatriating the <b>vehicle</b> (please note the allowance up to £500 may not cover the full cost of <b>us</b> repatriating the <b>vehicle</b> if <b>you</b> ask <b>us</b> to do this on <b>your</b> behalf);</li> <li>▪ Costs associated with <b>you</b> collecting the <b>vehicle</b> yourself.</li> </ul> <p>This can be claimed on a cost reimbursement basis, within 90 days of <b>our</b> recovering your <b>vehicle</b> to a place of repair. If you choose to scrap your <b>vehicle</b>, you will need to provide evidence that your <b>vehicle</b> has been scrapped and that there are no outstanding storage or other charges in relation to the <b>vehicle</b> before the reimbursement will be made.</p> <p><b>We</b> will aim to pay <b>you</b> within 30 days of receiving <b>your</b> receipts and request for reimbursement.</p>	<ul style="list-style-type: none"> <li>▪ The additional costs of repatriating <b>your vehicle</b> to the UK if <b>we</b> believe that the cost of doing so would be greater than the market value of <b>your vehicle</b> in the UK, after the <b>breakdown</b>.</li> <li>▪ Anything mentioned in <b>Exclusions and General Conditions</b>.</li> </ul>

## Exclusions

<b>EXCLUSIONS</b>	
<b>We will not pay or be liable for the following under this policy.</b>	
<b>1. Costs</b>	<p>1.1 Any call-out or recovery costs in the UK after a <b>breakdown</b> where the police or other emergency services insist on the <b>vehicle</b> being picked up immediately by another organisation. <b>You</b> will have to pay any fees to store or release the <b>vehicle</b>.</p> <p>1.2 The costs of getting a spare wheel or tyre for a roadside repair if the <b>vehicle</b> does not have one. <b>We</b> will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if <b>you</b> are not able to provide a key to do this.</p> <p>1.3 The cost of fuel or any spare parts needed to get the <b>vehicle</b> working again, or any costs that arise from not being able to get replacement parts.</p> <p>1.4 Damage or costs that arise from <b>us</b> trying to get into the <b>vehicle</b> after <b>you</b> have asked for help.</p> <p>1.5 Any toll or ferry fees incurred by the driver or the driver of the recovery <b>vehicle</b> whilst transporting <b>your vehicle</b> in the UK.</p> <p>1.6 Losses of any kind that come from providing, or delaying providing, the services this cover relates to (for example, a loss of earnings, the cost of food and drink and costs <b>we</b> have not agreed beforehand).</p> <p>1.7 The cost of phone calls are not covered.</p> <p>1.8 Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the <b>vehicle</b> at the time of the <b>breakdown</b>.</p> <p>1.9 <b>You</b> will have to pay, for any parts or other products used to repair the <b>vehicle</b> and <b>you</b> are responsible for the quality of the workmanship carried out. The cost of moving the <b>vehicle</b> or a repair <b>vehicle</b> coming out to <b>you</b> if, after asking for help which <b>you</b> are entitled to, the <b>vehicle</b> is moved or repaired in any other way, or <b>you</b> have provided location details which are incorrect.</p>
<b>2. Vehicle Maintenance</b>	<p>2.1 Any request for service where <b>you</b> have not taken permanent remedial action within two working days after a previous <b>breakdown</b> or temporary repair.</p> <p>2.2. Faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a journey which affects <b>your</b> safety.</p>
<b>3. Repairs</b>	<p>3.1 Any claim that comes from a poor-quality repair (other than a temporary repair) that has been attempted without <b>our</b> permission during the same trip in the opinion of <b>our Authorised Operator</b>.</p>
<b>4. Passengers and vehicle use</b>	<p>4.1 Recovering the <b>vehicle</b> when it is carrying more than a driver and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the <b>vehicle</b> than it was designed to carry or <b>you</b> are driving on unsuitable ground.</p> <p>4.2 Recovery or help if <b>you</b> are hiring the <b>vehicle</b> out to carry people in return for money, unless <b>we</b> have agreed this with <b>you</b>.</p> <p>4.3 Damage to or loss caused to the driver or passengers of the <b>vehicle</b> and/or loss or damage to personal possessions <b>you</b> leave in <b>your vehicle</b>.</p>
<b>5. Unforeseen events</b>	<p>5.1 Any loss or damage caused to the <b>vehicle</b> or any loss or cost arising from or contributed to by: ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it. Riots, strike actions, border control restrictions, war, revolution or any similar event, where advice against travel is shown by the Foreign and Commonwealth office. See <a href="http://www.fcwidget.com">www.fcwidget.com</a></p>
<b>6. General Exclusions</b>	<p>6.1 <b>We</b> will not provide any benefit unless <b>you</b> contact <b>us</b> using the emergency phone numbers provided. <b>You</b> must not try to contact any agent or repairer direct.</p> <p>6.2 Any <b>breakdown</b> that happens during the first 24 hours after <b>you</b> take out cover for the first time, except for benefits shown under section A, Roadside Recovery, which are available immediately.</p> <p>6.3 Any <b>breakdown</b> or recovery outside the period of cover as shown on <b>your policy schedule</b>.</p> <p>6.4 Help or recovery if the <b>vehicle</b> is partially or completely buried in snow, mud, sand or water.</p> <p>6.5 The recovery of the <b>vehicle</b> and passengers if repairs can be carried out at or near the scene of the <b>breakdown</b> within the same working day. If recovery takes place <b>we</b> will only recover to one address in respect of any one <b>breakdown</b>.</p>

## General Conditions

### GENERAL CONDITIONS

- a. In order for **you** to benefit from the terms under this **policy** **you** must have maintained **your vehicle** in line with the manufacturer's recommendations.
- b. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf. **You** are responsible for ensuring the quality of any repair.
- c. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery **vehicle** to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
- d. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 16 years old since first registration (11 years within Europe).
- e. If **you** agree to a temporary roadside repair, **you** will be responsible for any costs or any damage to the **vehicle** it suffers if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is aimed only to allow **you** to drive the **vehicle** to a suitable facility so a permanent repair can be carried out.
- f. The driver of the **vehicle** must have a valid licence to drive in the UK and be authorised to drive the **vehicle** by the owner.
- g. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
- h. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- i. Emergency **vehicles**, taxis (unless you have purchased a taxi breakdown insurance policy), heavy goods **vehicles**, **vehicles** carrying registered hazardous chemical products and or **vehicles** used for despatch, road-racing, rallying, pace-making, speed testing or any other competitive event are not covered under this **policy**.
- j. If **we** take the **vehicle** to the place **you** have chosen, **we** will not be legally responsible for any more help in the same incident.
- k. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
- l. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown** and **you** will be responsible for any other costs due in recovering and repairing **your vehicle**.
- m. **We** will not pay for any cost that **you** can get back under any other insurance **policy** or under the service provided by any motoring organisation.
- n. This insurance contract is between **you** and **us**. Any person or company who is not involved in this insurance **policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance **policy**. This does not affect any other rights another organisation has apart from under that act.

## Our promise

**We** make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** should expect **us** to meet, the following procedure explains what **you** should do.

## Complaints procedure

**You** can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at:

### Inter Partner Assistance SA

The Quadrangle  
106-118 Station Road  
Redhill  
Surrey  
RH1 1PR  
UK  
0330 123 3547

Email: [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

If **we** are unable to reach a satisfactory conclusion, **you** have the right to make an appeal to the Financial Ombudsman Service by writing to:

### Financial Ombudsman Service

Exchange Tower  
London  
E14 9SR  
UK

Or **you** can phone **0800 023 4567**; or from a mobile **0300 123 9123**;

or E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

These procedures do not affect **your** right to take legal action.

Details on how to take your complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm), which has been set up by the EU Commission

## Financial Services Compensation Scheme (FSCS)

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms.

**You** can get more information at:

[www.fscs.org.uk](http://www.fscs.org.uk)

## Relevant Law

**Your policy** is subject to English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the English courts. **Your policy** represents the entire agreement between **you** and **us**.

## Cancellation Rights

If **you** find that the cover provided under this **policy** does not meet **your** needs, please contact **us** on 01704 214 446 within 14 days of receiving this document and **we** will cancel this **policy**. **You** will receive a full refund of **your** premium as long as **you** have not made any claims.

Please note that the 14 day cancellation period does not apply to **Motor Breakdown** Policies of less than 30 days duration, or where **you** have started a trip prior to exercising **your** rights to cancel.

If **you** cancel **your policy** outside this 14 day period, as long as **you** have not made any claims, **you** will receive a refund of **your** premium for the amount of time left to run on the **policy**, less an administrative charge of £15.

**We** may cancel this **policy** by giving **you** at least 14 days written notice at **your** last known address for the following reasons:

- If **you** fail to make payment of premiums;
- If **you** refuse to allow **us** reasonable access to **your vehicle** in order to provide the services **you** have requested under this **policy** or if **you** fail to co-operate with **our Authorised Operator** or other agent;
- If **you** otherwise fail to comply with the terms and conditions of this **policy** and/or;
- If the cost of providing this **policy** becomes prohibitive to **us**, **we** may cancel this **policy** without giving **you** prior notice if, by law, **we** are prevented or otherwise impeded from providing it.

**We** may cancel this **policy** without giving **you** prior notice and without refunding **your** premium if:

- You make or try to make a fraudulent claim under **your policy**;
- **You** are abusive or threatening towards **our** staff and/or **Authorised Operators**;
- **You** repeatedly or seriously break the terms of this **policy**.

If **your policy** is cancelled, any valid claim that **you** have lodged prior to cancellation will be completed.

**We** reserve the right to review and adjust the premium not less than 12 months after inception to reflect:

- a. changes in the provision of the cost of the service;
- b. adverse conditions beyond **our** control which impact the number and frequency of claims under this **Motor Breakdown policy**;
- c. changes in Law or Regulation increasing the cost of compliance or ability to deliver the service;
- d. increases in inflation.

**We** will give 30 business days' notice of any premium change.

## Data Protection

Details of **you**, **your** insurance cover under this **policy** and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

By purchasing **our** products and services, **you** agree that **we** may:

- a. disclose and use information about **you** and **your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law;
- b. monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c. obtain and store any relevant and appropriate photographic evidence of the condition of **your vehicle** which is the subject of the claim, for the purpose of providing services under this **policy** and validating **your** claim;
- d. undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in European Union. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, please write to **us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill

RH1 1PR  
UK

Under the Data Protection Act 1998 **you** are entitled on request to a copy of the information **we** hold about **you**, on payment of the relevant fee. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services.

### Alternative format

Please contact **us** in writing or by phone on **0800 169 0206** if **you** would like a copy of these terms and conditions in an alternative format, for example, on audio disc or in large print.

### How to make a claim

To get UK emergency help, contact the 24 Hour Emergency Helpline:  
**01737 334425**

To get European emergency help, contact the 24 Hour Emergency Helpline:  
**+44 (0) 1737 334425**

**You** may have to pay a charge if **you** use a mobile phone to call this number.

Text messaging is available if **you** are deaf, hard of hearing or have speech difficulties. Please text the word 'breakdown' to:  
**+44 (0)7624 808 266**