



## Road Rescue Vehicle Breakdown Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Astrenska Insurance Limited. This cover is provided to **you** in return for payment of the premium.

**To make a claim:**  
If you have broken down and need to notify us of a claim, please call our claims handler's 24 hour number  
**Call: 0333 241 3399**

**Contents**

What does it cover? ..... 1

What criteria apply? ..... 1

Your responsibility ..... 2

How to make a claim ..... 2

Our regulator and insurer ..... 2

Privacy Statement ..... 2

How to make a complaint ..... 3

Financial Services Compensation Scheme ..... 3

Sanctions..... 3

Definitions..... 3

Cover..... 4

Cover Level A – Local Recovery & Roadside Assistance ..... 4

Cover Level B - Local Recovery & Roadside Assistance + Nationwide Recovery ..... 5

Cover Level C - Local Recovery & Roadside Assistance + Nationwide Recovery + Home Assist ..... 5

Cover Level D - Local Recovery & Roadside Assistance + Nationwide Recovery + Home Assist + Europe..... 6

Claims Conditions ..... 7

General conditions ..... 7

General exclusions (applying to all sections of this policy) ..... 8

Other formats ..... 11

Telephone calls ..... 11

Fraud prevention, detection and claims history ..... 11

Renewal procedure ..... 11

Contracts (Rights of Third Parties) Act 1999 ..... 11

You agreement with others..... 11

Governing law ..... 11

Astrenska Privacy Notice..... 11

**What does it cover?**

The policyholder named on the policy schedule whilst driving the **vehicle** registered on the policy schedule.

**What criteria apply?**

- This policy is available in respect of **vehicles** aged up to 15 years old from the date of first registration;
- Valid motor insurance must be held in respect of the **vehicle** at all times;
- **Vehicles** must be located within the **territorial limits** when cover is purchased and commences;
- This policy is not an alternative to the routine servicing or maintenance of any **vehicle**.

Coplus is a trading name of Motorplus Limited. Registered in England and Wales with Company No. 03092837.  
Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.  
Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.  
Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657).

### Your responsibility

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

**You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **your** administrator is inaccurate or has changed, **you** must inform them as soon as possible.

This policy must be read together with **your** current policy schedule, insurance product information document and any endorsements or certificates or changes to this policy **we** give **you**. These items together form **your** contract of insurance.

### Please remember

This is a motor breakdown policy, designed to get **your** car back on the road as quickly as possible. It does not cover the cost of parts or labour, and once **we** have taken **your** car to a garage, **you** will need to arrange and pay for any repairs **yourself**. This policy is not an alternative to routine servicing of any **vehicle**, nor is it designed to avoid paying for repair costs when required.

### How to make a claim

If **you** have broken down and need to notify **us** of a claim, please call **our claims handler's** 24 hour number **0333 241 3399**.

### Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

### Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>.

### Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

### What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact:

Call Assist Limited  
Axis Court  
North Station Road  
Colchester  
CO1 1UX

Telephone: **01206 771 788**

Email: [customerservices@call-assist.co.uk](mailto:customerservices@call-assist.co.uk)

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower, London. E14 9SR.

Telephone: **0300 123 9123**

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

### Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Astrenska Insurance Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

### Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

### Definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in bold throughout the policy.

Wording	Meaning
<b>Accident</b>	A collision immediately resulting in the <b>vehicle</b> being immobile or unsafe to drive.
<b>Breakdown</b>	Any or all of the following occurring to the <b>vehicle</b> within the <b>territorial limits</b> shown on <b>your</b> schedule which immediately results in the <b>vehicle</b> being immobilised or illegal or dangerous to drive: <ul style="list-style-type: none"> <li>• Unforeseen electrical or mechanical failure;</li> <li>• <b>Accident</b>;</li> <li>• Fire, theft or vandalism;</li> <li>• Lack of fuel;</li> <li>• <b>Misfuelling</b> of the <b>vehicle</b>;</li> </ul>

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	<ul style="list-style-type: none"> <li>Flat battery; or</li> <li>A puncture to the tyre(s) of the <b>vehicle</b>.</li> </ul>
<b>Callout(s)</b>	The deployment of a <b>roadside agent</b> to <b>your vehicle</b> .
<b>Claims Handler</b>	Call Assist Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UK.
<b>Home Address</b>	The address <b>you</b> live in within the <b>United Kingdom</b> .
<b>Home Assist</b>	Assistance within a one-mile radius of <b>your home address</b> .
<b>Insurer</b>	Astrenska Insurance Limited.
<b>Misfuelling</b>	Mistakenly putting petrol in the fuel tank of a diesel engine <b>vehicle</b> , or diesel in the fuel tank of a petrol engine <b>vehicle</b> .
<b>Period of Insurance</b>	The duration between the policy start date, when cover commences and the policy end date, as noted on <b>your</b> policy schedule.
<b>Roadside Agent</b>	The agent appointed by the <b>claims handler</b> to assist <b>you</b> .
<b>Specialist Equipment</b>	Non-standard apparatus or recovery vehicles which in the opinion of the <b>roadside agent</b> are required to recover the <b>vehicle</b> . Specialist equipment includes but is not limited to winching and specialist lifting equipment.
<b>Suitable Garage</b>	Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.
<b>Territorial Limits (Europe)/ European</b>	Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus) and Vatican City.
<b>Territorial Limits (UK)</b>	The <b>United Kingdom</b> , the Isle of Man and the Channel Islands.
<b>Terrorism</b>	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
<b>United Kingdom</b>	England, Scotland, Wales and Northern Ireland.
<b>Vehicle</b>	The car, motorcycle, motor-trike, van below 3.5 tonnes, kit cars, driving school vehicles, towed caravan and trailers shown on <b>your</b> policy schedule as being eligible for this cover.
<b>We/Us/Our</b>	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.
<b>You/Your/Yourself</b>	The person named on the policy schedule as the holder of this policy.

### Cover

Your schedule will state which level of cover applies.

#### Cover Level A – Local Recovery & Roadside Assistance

##### What is Covered?

In the event of a **breakdown** which occurs within the **territorial limits (UK)**, and more than one mile from **your home address**, **we** will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent** they are unable to repair the **vehicle** at the roadside **we** will assist in the following way: -

Either:

- Arrange and pay for **your vehicle**, you and up to 7 passengers to be recovered to the nearest **suitable garage** which can undertake the repair provided this is 10 miles or less from the scene of the **breakdown**.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **we** will arrange for **your vehicle**, you and up to 7 passengers to be transported to **your** chosen destination provided this is 10 miles or less from the scene of the **breakdown**.

Any recovery must take place at the same time as the initial **callout** otherwise you will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, you must immediately inform the **claims handler** of the address you would like the **vehicle** taking to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

### Cover Level B - Local Recovery & Roadside Assistance + Nationwide Recovery

If you have opted and paid for Cover Level B, it includes all of the same benefits as Cover Level A, with the addition of Nationwide Recovery.

If **your vehicle** cannot be repaired within the same working day in accordance with Cover Level A, **we** will arrange to transport **your vehicle**, you and up to 7 passengers to be transported to **your home address**, or if you would prefer and it is closer, **we** will arrange to transport **your vehicle** to **your** original destination within the **territorial limits (UK)**.

Any recovery must take place at the same time as the initial **callout** otherwise you will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, you must immediately inform the **claims handler** of the address you would like the **vehicle** taking to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

#### Alternative Transport

**We** will pay up to £250 (up to £750 in the **territorial limits (Europe)** towards the reasonable cost of alternative transport or vehicle hire. **We** will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

#### Driver Illness or Injury

In the event you suffer an illness or injury whilst away from **your home address** and none of **your** passengers are qualified and competent to drive, **we** will arrange and pay for **your vehicle** to be transported by a **roadside agent** or driven by a chauffeur to **your home address**. A medical certification clearly stating that **your** illness or injury is preventing you from driving will be required before any claim is authorised. You must pay any costs relating to obtaining the medical certificate.

#### Emergency Overnight Accommodation

**We** will pay a maximum of £150 for a lone traveller or £75 per passenger when not travelling alone for one night on a bed and breakfast basis. The maximum payment per incident is £500.

#### Caravans and Trailers

If **your vehicle** suffers a **breakdown** and **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **your** caravan/trailer will be recovered with **your vehicle** at no extra cost.

#### Keys

If you lose, break, or lock **your** keys within **your vehicle**, **we** will pay the **callout** and mileage charges back to the **roadside agent's** base or **your home address** if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle**, will be at **your** expense.

#### Message Service

If you require, **we** will pass on two messages to **your** home or place of work to advise that **your vehicle** has broken down.

#### Conditions applying to Alternative Transport & Emergency Overnight Accommodation Cover

- i) These services will be offered on a pay/claim basis, which means that you must pay initially and **we** will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from the **claims handler**. The policy will only pay for a hire vehicle which **we** deem is appropriate for **your** requirements and is available at the time assistance is provided. **We** will only reimburse claims when **we** are in receipt of a valid invoice or receipt;
- ii) The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location;
- iii) The **vehicle** cannot be repaired the same working day;
- iv) The **breakdown** did not occur within 20 miles of **your home address**;
- v) **We** will determine which benefit is offered to you depending upon the circumstances of the **breakdown** and what is the most cost effective option for **us**.

### Cover Level C - Local Recovery & Roadside Assistance + Nationwide Recovery + Home Assist

If you have opted and paid for Cover Level C, it includes all the same benefits as Cover Level B, with the addition of **home assist**.

We will send help to **your home address** or within a one-mile radius of **your home address** in the event **your vehicle** suffers a **breakdown**.

If, in the opinion of the **roadside agent**, they are unable to repair **your vehicle** at the roadside, **we** will arrange and pay for **your vehicle** and up to 7 passengers to be recovered to the nearest **suitable garage** which is able to undertake the repair.

Any recovery must take place at the same time as the initial **callout** otherwise you will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, you must immediately inform **our** rescue controller of the address you would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** is at **your own risk**.

#### Cover Level D - Local Recovery & Roadside Assistance + Nationwide Recovery + Home Assist + Europe

If you have opted and paid for Cover Level D, it includes all the same benefits as Cover Level C, with the addition of assistance within the **territorial limits (Europe)**. Cover will be provided within Europe where the maximum duration of any single trip does not exceed 90 days or 120 days (as detailed on **your** policy schedule) in any one consecutive 12 month policy period.

We will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent**, they are unable to repair the **vehicle** at the roadside **we** will assist in the following way: -

- Arrange and pay for **your vehicle**, you and up to 7 passengers to be recovered to the nearest **suitable garage** able to undertake the repair.
- If the **vehicle** cannot be repaired within 48 hours or by **your** intended return, whichever is the later, **we** will arrange for **your vehicle**, you and up to 7 passengers to be transported either to **your home address**, or if you would prefer and it is closer, **your** original destination within the **territorial limits (Europe)**.

#### Special Conditions Applying to Europe

- If you have broken down on a motorway or major public road in France and some other European countries, you will need to seek assistance from the roadside SOS phones, which will be answered by the police. They will arrange for local services to tow you to a place of safety and you will be required to pay for the service immediately. You can then contact **us** for further assistance. **We** will pay a maximum of £150 towards reimbursement of the costs, but **we** will only reimburse claims when **we** are in receipt of a valid invoice/receipt. payment will be made in accordance with the exchange rate on the date of the claim;
- If you have broken down in a European country during a public holiday, many services will be closed during the holiday period. In these circumstances, it may take more time for **us** to assist you and effect a repair to **your vehicle**. **We** cannot be held liable for any delays in reaching **your** destination;
- **We** will provide service in the **territorial limits (Europe)** where the maximum duration of any single trip does not exceed the period which is noted on your policy schedule. However short term policies (those with a **period of insurance** lasting one month or less) will be limited to a single trip not exceeding the **period of insurance**.

#### General Information Regarding European Breakdown

Remember to take **your** V5C **vehicle** registration document with you during **your** journey. You will need to carry the original, as proof of ownership of the **vehicle**. If you are not the owner of the **vehicle**, you will need a letter of authority from the owner and a Vehicle on Hire Certificate (VE103) instead.

If **your** V5C registration document or VE13 document is not immediately available, you will be held liable for any costs incurred.

Regulations are different when you **breakdown** in Europe and help may take longer in arriving. **We** will require as much information as possible from you regarding the location of **your vehicle**. **We** will need to know if you are on an outward or inward journey and details of **your** booking arrangements. When **we** have all the required information **we** will liaise with **our** European network, you will be kept updated. For this reason, **we** ask that you remain at the telephone number you called from.

### Claims Conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

1. If **we** have not received details of **your** cover prior to assistance being required, **we** will assist you however before assistance can be provided **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **we** subsequently receive confirmation that you have adequate cover the reserved funds will be released. If **we** receive confirmation that you do not have adequate cover, **we** will take payment for any uninsured costs;
2. You must remain with or nearby the **vehicle** until help arrives, provided it is safe to do so;
3. You must ensure personal possessions are removed from the **vehicle** prior to **your vehicle** being recovered;
4. If a **callout** is cancelled by you and a **roadside agent** has already been dispatched, a **callout** will still be deducted from **your** policy. **We** recommend that you wait for assistance to ensure the **vehicle** is functioning correctly. If you do not wait for assistance and the **vehicle** breaks down again within 12 hours, you will be charged for the second and any subsequent **callouts**;
5. **We** may charge you for any costs incurred as a result of incorrect location details being provided to **us**;
6. **We** may refuse to provide the service if you or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our** rescue controllers or the **roadside agent**.
7. **Your vehicle** must be registered at and ordinarily kept at an address within the **territorial limits (UK)**;
8. **Your vehicle** must have a valid MOT certificate, if it is required to have one;
9. The **vehicle** must be covered under a valid motor insurance policy at all times;
10. **Vehicles** must be located within the **territorial limits (UK)** when cover is purchased and commences;
11. You must provide proof of outbound and inbound travel dates if **we** request them;
12. **We** will only pay ferry and toll fees within the **territorial limits (UK)**;
13. If **we** can repair **your vehicle** at the roadside, you must immediately pay for any parts supplied and fitted by debit or credit card;
14. If the **vehicle** is recovered to a garage that can repair the **vehicle** within the terms stated, the repair must be carried out there. You must have adequate funds to pay for the repair immediately. If you do not have funds available, any further service related to the claim will be refused;
15. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If you do not have funds available, any further service related to the claim will be refused;
16. In the event you use the service and the claim is subsequently found not to be covered by the policy you have purchased, **we** reserve the right to reclaim any benefit **we** have paid out from you in order to pay for the uninsured service;
17. **We** may refuse to provide a service if you have an outstanding debt with **us**;
18. If you have a right of action against a third party, **we** reserve the right to recover any costs incurred by **us** and you must co-operate with **us** in doing so;
19. If you are covered by any other insurance policy for any costs incurred by **us**, you must claim these costs from the **insurer** and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party;
20. **Our roadside agents** must comply with the relevant law and regulations limiting the number of hours they can drive. Regular breaks and 'changeovers' may be required when transporting **your vehicle**;
21. **We** will not be held liable for any costs incurred if you are unable to make a telephone connection to any numbers provided, under any circumstances;
22. This policy is not transferable to another person;
23. If the **vehicle** is unroadworthy in the opinion of **our roadside agent** due to lack of maintenance, **we** may terminate **your** policy immediately by notifying you by letter to **your home address**, unless you are able to provide up to date servicing records.

### General conditions

#### 1. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

**You** may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour

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- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

## 2. Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- makes a claim which is in any way dishonest or exaggerated;

**we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## 3. Arbitration Clause

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect your rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of your claim being turned down, we will treat the claim as abandoned.

## 4. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

## 5. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

## 6. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

### General exclusions (applying to all sections of this policy)

The **insurer** will not pay for claims arising from or associated with:

1. **Vehicles** aged over 15 years from date of first registration;
2. The transportation of horses or livestock;
3. Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard towing hitch; or
4. **Breakdowns** to the caravan or trailer itself when not attached to the **vehicle**;
5. A **callout** where glass or windscreens have been damaged;

6. **Vehicles** that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and your safety is compromised;
7. **Breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water;
8. Costs incurred in addition to a standard **callout** for the cost of supplying a spare wheel and tyre if:
  - i) **your vehicle** is not carrying a serviceable spare wheel and is equipped to do so;
  - ii) or is not equipped with an aerosol repair kit, or the appropriate jack;
  - iii) or the locking mechanisms for the wheels are not immediately available to remove the wheels.
9. Costs incurred in respect of **specialist equipment**, additional manpower and/or recovery **vehicles**;
10. Costs incurred in respect of a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood;
11. Overloading of the **vehicle** or carrying more passengers than it is designed to carry;
12. **Vehicle** faults which have not been remedied or repaired by a **suitable garage** where you have requested a **callout** within the last 28 days;
13. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes effect, **we** will only recover the **vehicle** and passengers to one address in respect of any one **breakdown**;
14. Any **vehicle** which is not listed on **your** policy schedule as being eligible for **breakdown** cover;
15. A **breakdown** following use of the **vehicle** for:
  - i) rental/ hire;
  - ii) public hire;
  - iii) private hire;
  - iv) courier services; or
  - v) racing, off road driving, rallies, track days, duration or contest or speed trials or practice for any of these activities;
16.
  - a) Minibuses, commercial vehicles over 3,500kg (3.5 tonnes), motorhomes, horseboxes, or limousines;
  - b) **Vehicles** exceeding 3,500 kg (3.5 tonnes) gross vehicle weight;
  - c) **Vehicles** more than 8.5metres long, 2.5 metres wide and 3.5 metres high;
17. Assistance if the **vehicle** is in an illegal condition, untaxed, uninsured or unroadworthy;
18. Assistance if the **vehicle** breaks down in a place **we** cannot access or will be dangerous or illegal to transport;
19. The cost of any parts, components or materials used to repair the **vehicle**;
20. Repair and labour costs other than the cost of half an hour roadside labour at the scene of the **breakdown**;
21. The use of **specialist equipment** if the **vehicle** has modifications which impede the usual method of recovery;
22. The cost of draining or removing contaminated fuel;
23. Storage charges;
24. A **breakdown** which occurs:
  - i) prior to the start date of this policy or within the first 24 hours of the start date of this policy; or
  - ii) prior to the date the **vehicle** was placed on cover;  
(This exclusion does not apply to policies at renewal or where there is continuous cover transferred from another rescue provider);
25. More than six **callouts** in any one **period of insurance**;
26. Claims totalling more than £15,000 in any one **period of insurance**;
27. Any costs or expenses not authorised by the **claims handler**;
28. The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidental costs;
29. Expenses incurred prior to a claim being agreed and authorised by **us**;
30. Charges made by any other company (including police recovery) other than the **roadside agent's** costs, a car hire agency' or accommodation charges which have been authorised by **us**;
31. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**;
32. Any costs that would have been incurred if no claim had arisen;
33. Any false or fraudulent claims;
34. The cost of alternative transport other than to **your** destination and a return trip to collect **your** repaired **vehicle**;
35. The cost of fuel, oil or insurance for a hire vehicle;
36. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day;
37. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired;
38. Any damage or loss to **your vehicle** or its contents and any injury to **you** or any third party caused by **us** or the **roadside agent**;

39. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy, including (but not limited to), the cost of collecting **your vehicle** from a repairer or for costs incurred by **you** having to take time off work due to a **breakdown**;
40. Failure to comply with requests by **us** or the **claims handler** concerning the assistance being provided;
41. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**;
42. Fines and penalties imposed by a court;
43. Any direct or indirect consequence of war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;.
44. Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
45. Claims arising from any consequence, howsoever caused, by computer viruses, including but not limited to a computer virus resulting in electronic data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

#### Additional Exclusions applying to the European Assistance

The **insurer** will not pay for claims arising from or associated with:

1. Service where repatriation costs exceed the market value of the **vehicle**;
2. Any **vehicle** not registered on the policy schedule;
3. The cost of recovery from a **European** motorway exceeding £150;
4. Repatriation to the **UK** within 48 hours of the original **breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **you** have made within the **UK**;
5. Repatriation if the **vehicle** can be repaired but **you** do not have adequate funds for the repair;
6. Any claim where the duration of a single trip is planned to or subsequently exceeds 90 or 120 days (Depending on the cover level selected and noted on **your** policy schedule).

#### Advice in the event of a breakdown

- Pull as far off the road as **you** can.
- Switch on **your** hazard lights.
- Call **us** on **0333 241 3399** in the **United Kingdom** or on **+44 1206 812 859** from other parts of **Europe**.
- If you've got a smartphone, **you** could use its map to try and pinpoint **your** location.
- Let **us** know if you're on **your** own, in a vulnerable situation, or have children with **you**.
- Let **us** know, too, if there's anyone you'd like **us** to contact for **you**.
- Put up **your** warning triangle if **you** have one.
- Lift up **your** bonnet if the weather is fine, as this will be easier for **our** mechanic to find **you** when he's in the area.
- When the mechanic does arrive, make sure he identifies **you** by name, and shows **you** his ID.

#### If you breakdown on a motorway

- Be extra careful if **you** break down on the motorway.
- Try to pull in by one of the emergency phones, or in the refuge area if there is one. By using an emergency phone, the police will automatically be given **your** location.
- If **you** can't drive that far, walk along the hard shoulder to the nearest emergency phone. There's one every mile along the motorway, and there are marker posts every 100 metres pointing in the direction of the nearest one.
- Never cross the carriageway to get to a closer phone.
- Lift the receiver and it connects automatically. It's free to use, and the control centre will know exactly where **you** are.
- Tell them **your** registration number, and details of **your** insurance.
- While **you're** waiting for **us** to get to **you**, make sure all passengers leave the **vehicle** by the doors furthest from the road, and stand well back from the traffic.

### Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

### Renewal procedure

The term of **your** policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

### Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### You agreement with others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

**We** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

**You** may not assign any of the rights under this policy without the **insurer's** express prior written consent.

### Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

### Astrenska Privacy Notice

#### How we use the information about you

As your insurer and a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
  - issue you this insurance policy;
  - deal with any claims or requests for assistance that you may have
  - service your policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn) and [www.insurancefraudbureau.org/privacy-policy](http://www.insurancefraudbureau.org/privacy-policy).

#### **Processing your data**

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

#### **How we store and protect your information**

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

#### **How you can access your information and correct anything which is wrong**

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.