



# Your Coverwise MOTOR BREAKDOWN Assistance Policy

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## Status disclosure

This **policy** is administered by Coverwise, First Floor, Grand Ocean Plaza, Ocean Village, GX11 1AA Gibraltar 103717.

This **policy** is provided on behalf of Coverwise, which is authorised and regulated by the Financial

Conduct Authority. Its registered office is at First Floor, Grand Ocean Plaza, Ocean Village, GX11 1AA Gibraltar.

It is registered in Gibraltar no:103717

This **policy** is underwritten by Inter Partner Assistance SA UK Branch (IPA) 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 Financial Conduct Authority Register number is 202664.

**You** can check this on the Financial Conduct Authority's Register by visiting the website www.fca.org.uk/register

AXA Assistance (UK) Limited provides the services described in this **policy**.

**Your policy** is subject to English Law and **you** and **we** agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between us.



# Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. The level of cover **you** hold is shown in the accompanying **policy schedule**.

If we make any changes to your policy cover limit, these will be confirmed to you separately in writing.

Each section of this document explains what is and is not covered. There are also general **exclusions** that apply to all sections of the cover, and there are **general conditions** that **you** must follow for the **policy** to cover **your** claim.



# 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 (if away from **your home**), 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;
- the vehicle having no fuel; or
- putting the wrong fuel into the **vehicle**;
- being unable to access your vehicle due to your keys being faulty, lost, stolen, 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. Incapacitated driver

When the driver becomes unable to drive through injury or illness they have gained during the journey.

#### 6. Journey

A trip between **your home** in the UK and **your** destination, within the territorial limits. The trip must not be longer than 31 days in a row, or more than 90 days in total during the **period of cover**. **You** must have started



out on **your journey** for cover to apply. For trips longer than 31 days in a row **you** will only be covered for **breakdown**s that occur in the first 31 days.

#### 7. Luggage

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

#### 8. Misfuelling

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

#### 9. Passenger(s)

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

#### 10. Period of Cover

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

#### 11. Policy

This **policy** covers **breakdown** assistance for the specific **vehicle** shown on **your policy schedule**.

#### 12. Policy Schedule

A document detailing the services, **vehicle** to cover under this **policy**.

#### 13. Premium

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

#### 14. The Underwriter

This **policy** is underwritten by Inter Partner Assistance SA (IPA) 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.

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

#### 15. Vehicle(s)

**Vehicle** means the private car or motorcycle which is less than 17 years old which is as shown on **your policy schedule**, and of a size up to the following maximum dimensions:

- Gross Vehicle Weight 3.5 tonnes
- Length 5.5m incl. tow bar
- Width 2.3m 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 **vehicle**s 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 **passenger(s)** 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

	Local	Nationwide	Nationwide with Homestart	European	European with Homestart
Roadside assistance beyond one mile from <b>your</b> <b>home</b>	<b>②</b>	<b>②</b>	<b>②</b>	<b>②</b>	$\odot$
Local recovery within 20 miles	$\odot$	$\odot$		$\odot$	$\odot$
Up to one hour roadside repair within the UK	<b>②</b>	$\odot$	<b>②</b>	UK	UK
UK recovery	×	$\odot$	$\odot$	$\odot$	$\odot$
European recovery	$\otimes$	×	×	<b>②</b>	$\odot$
Car hire (Please see terms and conditions)	$\otimes$	$\odot$	$\odot$	$\odot$	$\odot$
Overnight accommodation	$\otimes$	<b>②</b>	$\odot$	<b>②</b>	$\odot$
Roadside assistance within one mile from <b>your</b> <b>home</b>	$\otimes$	$\otimes$	<b>②</b>	×	$\odot$
Repatriation to UK of <b>vehicle</b> , occupants or both	×	×	×	$\odot$	<b>②</b>



#### **Breakdown causes- What's Covered**

- Flat battery
- Flat tyre
- Mechanical/Electrical breakdown
- No fuel
- Accident
- Fire
- Theft or attempted theft (European cover only)
- Vandalism (European cover only)
- Lost, stolen or broken keys (including broken in the lock or locked in **vehicle**)
- Incapacitated driver
- Misfuelling (UK only)

#### Maximum number of claims per annum

By type of **policy** as shown on **your policy schedule** 

Policy: 1 car

Maximum number 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 21 of this **policy** wording to read the **Exclusions and General Conditions**.



# What is covered

#### A. Local

The cover in this section will only apply if **you** have paid the **premium**.

#### What is covered

- If the **vehicle** breaks down more than one mile from **your home**, **we** will arrange and pay for a **breakdown vehicle** to come to the **vehicle** and **our Authorised Operator** will spend up to one hour's labour (where safe and legal to do so) to try to get it working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange for the **vehicle**, the **driver** and **passenger(s)** to be recovered to a repairer or a destination of **your** choice within 20 miles of where **you** have broken down.

You must pay the cost of any repairs:

- If you lose or break your vehicle keys, or if your keys are stolen, we will recover your vehicle and passenger(s) to our Authorised Operator's base or your home/local repairer within 20 miles.
- You will have to pay all other costs.
- **We** will pass on up to two messages to either **your home** or place of work to tell them about **your** situation.

#### What is not covered

- A **breakdown** at or within one mile from **your home**.
- You will need to pay any additional recovery mileage over 20 miles.
- Travel outside the UK.
- More than two claims from a similar fault on the same **vehicle** during the **period of cover**.
- Anything mentioned in Exclusions and General Conditions.

#### **B.** Nationwide

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 **policy schedule** and if **you** have paid the **premium**.

#### What is covered

- If the **vehicle** breaks down more than one mile from **your home**, **we** will arrange and pay for a **breakdown vehicle** to come to the **vehicle** and **our Authorised Operator** will spend up to one hour's labour to try to get the **vehicle** working again. **We** will try to mobilise **your vehicle** when it is safe and legal to do so.
- If the **vehicle** cannot be safely repaired to drive at the place **you** have broken down, **we** will arrange for the **vehicle**, the **driver** and **passenger(s)** to be taken to a suitable local garage (normally within 20 miles), for it to be repaired. **You** must pay the costs of any repairs. If in the event **your vehicle** can not be repaired the same day, **we** will choose the most appropriate solution from one of the following options, taking **your** circumstances into account.

#### **Option 1: Nationwide recovery:**

**We** will take the **driver** and **passenger(s)**, together with the **vehicle**, to either **your** original destination or **your** address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, as long as this can be done in one trip;

or

#### Option 2: Overnight accommodation:

**We** will pay the cost for bed and breakfast for one night only. **We** will pay up to £80 for each person up to a total of £500;

or

#### Option 3: 24-hour UK car hire:

**We** will pay up to £100 for a hire-car for up to 24 hours. **You** will be responsible for returning the hire car and collecting **your** repaired **vehicle**. **You** must meet the conditions of the hire-car company to be able to hire a car.

#### Incapacitated driver

As well as the benefits above, if during the **journey**, the **driver** becomes unable to drive through injury or illness they have gained during the **journey**, and there is no one else able or qualified to drive the **vehicle**, **we** will recover the **vehicle**, **driver** and **passenger(s)** to either finish the **journey** or return **you** to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide assistance.

#### What is not covered

- A breakdown at or within one mile from your home.
- Travel outside the UK.
- 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.
- The hire **vehicle** will only be available for a period of 24 hours, and it is not a replacement **vehicle** whilst **your vehicle** is being repaired.
- Any additional hire car insurance you have to pay to the hire car company.
- The provision of rental motorcycles
- Medical repatriation of the driver or other passenger(s)
- Anything mentioned in **Exclusions and General Conditions**.



#### C. Nationwide with Homestart

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

#### What is covered

- If the vehicle breaks down anywhere at or within one mile from your home, we will arrange and pay
  for a breakdown vehicle to come to the vehicle and our Authorised Operator will spend up to one
  hour's labour to try to get the vehicle working again. We will try to mobilise your vehicle when it is
  safe and legal to do so.
- If the **vehicle** cannot be safely repaired to drive at the place **you** have broken down, **we** will arrange for the **vehicle**, the **driver** and **passenger(s)** to be taken to a suitable local garage (normally within 20 miles), for it to be repaired. **You** must pay the costs of any repairs. If in the event **your vehicle** can not be repaired the same day, **we** will choose the most appropriate solution from one of the following options, taking **your** circumstances into account:

#### **Option 1: Nationwide recovery:**

We will take the **driver** and **passenger(s)**, together with the **vehicle**, to either **your** original destination or **your** address. We will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, as long as this can be done in one trip;

or

#### Option 2: Overnight accommodation:

**We** will pay the cost for bed and breakfast for one night only. **We** will pay up to £80 for each person up to a total of £500;

or

#### Option 3: 24-hour UK car hire:

**We** will pay up to £100 for a hire-car for up to 24 hours. **You** will be responsible for returning the hire car and collecting **your** repaired **vehicle**. **You** must meet the conditions of the hire-car company to be able to hire a car.

#### **Incapacitated driver**

As well as the benefits above, if during the **journey**, the **driver** becomes unable to drive through injury or illness they have gained during the **journey**, and there is no one else able or qualified to drive the **vehicle**, **we** will recover the **vehicle**, **driver** and **passenger(s)** to either finish the **journey** or return **you** to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide assistance.

#### What is not covered

- Travel outside the UK.
- **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.
- The hire **vehicle** will only be for a period of 24 hours, and it is not a replacement **vehicle** whilst **your vehicle** is being repaired.
- Any additional hire car insurance **you** have to pay to the hire car company.
- The provision of rental motorcycles
- Medical repatriation of the driver or other passenger(s)
- Anything mentioned in **Exclusions and General Conditions**.

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#### D. European

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 90 days in total during the **period of cover**.

Before travelling, it is recommended that **you** consult the laws of the country **you** are planning to visit. Before **you** travel, **you** should make sure that **you** check the documents **you** need to carry by law.

To get European emergency help, contact the 24-Hour Emergency Helpline:

+44 (0) 3301239872

**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.
- An international driving permit (where necessary)
- Your Motor Insurance documents, and Travel Insurance if you have purchased this for your journey.
- · Valid MOT certificate.
- Logbook (V5 registration document). The original not a copy.
- 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

- You must display a GB car sticker unless you have a GB Euro number plate, and you could be fined if you don't.
- Many countries require all drivers, including visitors, to carry reflective jackets and wear them as soon as anyone gets out of a **vehicle** in an emergency or break down.
- Before **you** head to Europe, **you** will need to adjust **your vehicle**s headlamp beam pattern for driving on the right-hand side of the road, so that the dipped beam does not dazzle oncoming drivers. This is a compulsory requirement in most countries. **You** will either need deflector stickers or have to adjust the beam manually.
- A first aid kit is compulsory in Austria, France and Germany, and if **you** are travelling in France **you** have to carry a breathalyser.
- We recommend carrying a warning triangle as these are compulsory in most countries
- Get **your vehicle** serviced in advance of **your** trip to reduce the chance of a **breakdown** while **you** are away, and check **your** tyres before **you** go.
- Snow chains are compulsory in some parts of Europe (depending on local conditions), even if **you** have winter tyres fitted. It is important to check the snow chain laws before travelling abroad.
- Be careful if **your vehicle** has a sat nav system that can show fixed speed camera locations, as some countries ban these, so **you** may need to disable the function before **you** go.
- Using or carrying a police speed trap detection device is illegal in most European countries and penalties can include a fine, driving ban, or even imprisonment.
- Many cities across Europe operate low emission zones, where the most vehicle are either banned or charged an access fee. You can check if this will affect your vehicle and whether registration is required here https://urbanaccessregulations.eu/



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

#### Breaking down in Europe

- 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** with arrangements to 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.gov.uk/driving-abroad

Please note for expenses paid whilst abroad which have been paid in a different currency, **we** will pay **you** in line with the exchange rate on the date of the claim.

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. If you are in the UK you will be entitled to up to 1 hour of roadside repair. We will arrange and pay for your vehicle, the driver and up to six passenger(s) to be taken to a local garage for it to be repaired. You must pay the costs of any repairs. We would suggest the use of a main dealer to carry out repairs to your vehicle. 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.

#### 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.

#### 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 passenger(s) 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;



- **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.
- 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 **vehicle**, **we** will recover the **vehicle**, **driver** and **passenger(s)** to either finish the **journey** or return **you** to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide assistance.

# If after a breakdown your **vehicle** is still not repaired or safe to drive when it is time for you to go to your home, we will pay for:

(Reasonable) transport to get **you**, **your passenger(s)** and **your luggage** to **your home**, and up to £150 towards other travel costs in the UK while **you** wait for **your** own **vehicle**.

We will also pay storage charges (up to £100) while your vehicle is waiting to be repaired.

If **your vehicle** is being repatriated to the UK **we** will pay all storage costs from the point repatriation is approved, and **your vehicle** is collected or taken to the UK.

**We** will then choose the most appropriate solution from the following options:

- Take **your vehicle** to **your home** or **your** chosen repairer in the UK.
- 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 **you** to collect **your vehicle** once it has been repaired.

Repatriation of caravans, trailers and their contents is at **our** discretion, if they are not attached at the time of **breakdown**.

#### If you can't use your own vehicle to get to your home

If the cost to repair **your vehicle** exceeds its market value, **we** will pay **you** up to £500 allowance towards **your** choice of the following:

Scrapping the vehicle and buying a replacement car;

or

• Repatriating the **vehicle** (please note the allowance up to £500 may not cover the full cost of **us** repatriating the **vehicle** if **you** ask **us** to do this on **your** behalf);

or

• Costs associated with **you** collecting the **vehicle** yourself.

This can be claimed on a cost reimbursement basis, within 90 days of **our** recovering **your vehicle** to a place of repair.

If **you** choose to scrap **your vehicle**, **you** will need to provide evidence that **your vehicle** has been scrapped and that there are no outstanding storage or other charges in relation to the **vehicle** before the reimbursement will be made.

**We** will aim to pay **you** within 30 days of receiving **your** receipts and request for reimbursement.

#### What is not covered

- Any amounts for making the vehicle secure once you have returned to the UK.
- Sending **you** and or **your vehicle to your 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.

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#### Delivering replacement parts

- **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

- 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**.
- Medical repatriation of the **driver** and/or other **passenger(s)**.
- The provision of rental motorcycles.
- 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**.

# If after a breakdown your **vehicle** is still not repaired or safe to drive when it is time for you to go to your home, we will not pay for:

- Any costs **you** would have paid anyway for travelling **to your home**.
- Storage charges in excess of £100 whilst **your vehicle** is waiting to be repaired unless authorised by
- **We** will not be responsible for any costs incurred as a result of **you** delaying the authorisation of the cost of repairs.
- Anything mentioned in **Exclusions and General Conditions**.

#### If you can't use your own **vehicle** to get to your home

- The additional costs of repatriating **your vehicle** to the UK if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the UK, after the **breakdown**.
- Anything mentioned in **Exclusions and General Conditions**.



#### E. European with Homestart

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 90 days in total during the **period of cover**.

Please note for expenses paid whilst abroad which have been paid in a different currency, **we** will pay **you** in line with the exchange rate on the date of the claim.

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

Please note the cover in this section is applicable, as well as the cover shown in section D.

#### What is covered

- If the **vehicle** breaks down anywhere at or within one mile from **your home**, **we** will arrange and pay for a **breakdown vehicle** to come to the **vehicle** and **our Authorised Operator** will spend up to one hour's labour to try to get the **vehicle** working again. **We** will try to mobilise **your vehicle** when it is safe and legal to do so.
- 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 passenger(s) to be taken to a local garage for it to be repaired. You must pay the costs of any repairs. We would suggest the use of a main dealer to carry out repairs to your vehicle. 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.

#### **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.

#### 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 passenger(s) 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.
- 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 **vehicle**, **we** will recover the **vehicle**, **driver** and **passenger(s)** to either finish the **journey** or return **you** to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide assistance.

If after a breakdown your **vehicle** is still not repaired or safe to drive when it is time for you to return to your home, we will pay for:

(Reasonable) transport to get **you**, **your passenger(s)** and **your luggage** to **your home**, and up to £150 towards other travel costs in the UK while **you** wait for **your** own **vehicle**.

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We will also pay storage charges (up to £100) while your vehicle is waiting to be repaired.

If **your vehicle** is being repatriated to the UK **we** will pay all storage costs from the point repatriation is approved, and **your vehicle** is collected or taken to the UK

We will then choose the most appropriate solution from the following options:

- Take your vehicle to your home or your chosen repairer in the UK.
- 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 **you** to collect **your vehicle** once it has been repaired.

Repatriation of caravans, trailers and their contents is at **our** discretion, if they are not attached at the time of **breakdown**.

#### If you can't use your own vehicle to get to your home

If the cost to repair **your vehicle** exceeds its market value, **we** will pay **you** up to £500 allowance towards **your** choice of the following:

Scrapping the vehicle and buying a replacement car;

or

• Repatriating the **vehicle** (please note the allowance up to £500 may not cover the full cost of **us** repatriating the **vehicle** if **you** ask **us** to do this on **your** behalf);

or

• Costs associated with **you** collecting the **vehicle** yourself.

This can be claimed on a cost reimbursement basis, within 90 days of **our** recovering **your vehicle** to a place of repair.

If **you** choose to scrap **your vehicle**, **you** will need to provide evidence that **your vehicle** has been scrapped and that there are no outstanding storage or other charges in relation to the **vehicle** before the reimbursement will be made.

**We** will aim to pay **you** within 30 days of receiving **your** receipts and request for reimbursement.

#### What is not covered

- Any amounts for making the **vehicle** secure once **you** have returned to the UK.
- Sending **you** and or **your vehicle** to **your 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

- **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

- 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**.
- Medical repatriation of the **driver** and/or other **passenger(s)**.
- The provision of rental motorcycles.
- 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.

# If after a **breakdow**n your **vehicle** is still not repaired or safe to drive when it is time for you to go to your home, we will not pay for:

- Any costs **you** would have paid anyway for travelling to **your home**.
- Storage charges in excess of £100 whilst **your vehicle** is waiting to be repaired unless authorised by **us**.
- **We** will not be responsible for any costs incurred as a result of **you** delaying the authorisation of the cost of repairs.
- Anything mentioned in **Exclusions and General Conditions**.

#### If you can't use your own vehicle to get to your home

- The additional costs of repatriating **your vehicle** to the UK if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the UK, after the **breakdown**.
- Anything mentioned in Exclusions and General Conditions.



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#### **Misfuelling**

#### What is covered

**We** will pay for the following if **your vehicle** is subject to **misfuelling** in the United Kingdom. The following services are available both on the forecourt, where safe and achievable to do so, and once the **vehicle** has been driven away:

- Draining and flushing the fuel tank using a specialist roadside vehicle or recovery of the vehicle, the driver and up to six passenger(s) to the nearest repairer to drain and flush the fuel tank. Refuelling the fuel tank with up to 10 litres of the correct fuel. A maximum value of £250 per claim applies in any period of cover. You will be responsible for paying any costs in excess of £250 per claim.
- We will only cover up to two misfuelling claims each year.

#### What is not covered

The following are not covered under this insurance:

- Where the **misfuelling** occurs outside the United Kingdom.
- Any claim resulting from foreign matter entering the fuel system except for diesel or petrol.
- Mechanical or component damage to your vehicle whether or not caused as a result of misfuelling, the cost of hiring an alternative vehicle in the event mechanical or component damage is sustained.
- Any defect arising directly and/or indirectly as a result of **misfuelling** or a defect which existed before the incident of **misfuelling**.
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- Anything mentioned in Exclusions and General Conditions.

# **Exclusions**

We will not pay or be liable for the following under this policy.

#### 1. Costs

- 1.1. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
- 1.2. The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if **you** are not able to provide a key to do this.
- 1.3. The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts.
- 1.4. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
- 1.5. Any toll or ferry fees incurred by the **driver** or the **driver** of the recovery **vehicle** whilst transporting **your vehicle** in the UK.
- 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 **we** have not agreed beforehand).
- 1.7. The cost of phone calls are not covered.
- 1.8. Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the **vehicle** at the time of the **breakdown**.
- 1.9. **You** will have to pay, for any parts or other products used to repair the **vehicle** and **you** are responsible for the quality of the workmanship carried out. The cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way, or **you** have provided location details which are incorrect.
- 2.0. Any storage costs unless previously authorised by us.

#### 2. Vehicle Maintenance

- 2.1. Any request for service where **you** have not taken permanent remedial action within two working days after a previous **breakdown** or temporary repair.
- 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 **your** safety.

#### 3. Repairs

3.1. Any claim that comes from a poor-quality repair (other than a temporary repair) that has been attempted without **our** permission during the same trip in the opinion of **our Authorised Operator**.

#### 4. Passenger(s) and vehicle use

- 4.1. Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of **passenger(s)** according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
- 4.2. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
- 4.3. Damage to or loss caused to the **driver** or **passenger(s)** of the **vehicle** and/or loss or damage to personal possessions **you** leave in **your vehicle**.

#### 5. Unforeseen events

5.1. Any loss or damage caused to the **vehicle** 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.

#### 6.General Exclusions

- 6.1. **We** will not provide any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
- 6.2. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under section A, Local, which are available immediately.
- 6.3. Any **breakdown** or recovery outside the **period of cover** as shown on **your policy schedule**.
- 6.4. Help or recovery if the **vehicle** is partially or completely buried in snow, mud, sand or water.
- 6.5. The recovery of the **vehicle** and **passenger(s)** if repairs can be carried out at or near the scene of the **breakdown** (except for **breakdown**s that occur whilst travelling in Europe) within the same working day. If recovery takes place **we** will only recover to one address in respect of any one **breakdown**.
- 6.6. Guide dogs and hearing dogs are allowed in **our** authorised contractors **vehicle**, other animals may be allowed at the authorised contractors discretion. The transport of animals is at **your** own risk. **We** will not be liable for anything that happens to them. **We** will not transport any horses or livestock. **We** will not be responsible for any costs relating to animals.

## 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. For **breakdown**s in Europe **we** would always suggest the use of a main dealer to carry out repairs to **your vehicle**.
- d. 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.
- e. 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 17 years old since first registration.
- f. 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.
- g. 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.
- h. You must be with the vehicle at the time we say we expect to be there.
- i. **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.
- j. Emergency **vehicle**s, taxis, heavy goods **vehicle**s, **vehicle**s carrying registered hazardous chemical products and or **vehicle**s used for despatch, road-racing, rallying, pace-making, speed testing or any other competitive event are not covered under this **policy**.
- k. 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.
- I. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
- m. 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**.
- n. **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.
- o. 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.



#### **Automatic renewal**

To make sure you continue to be covered under the policy, we will aim to automatically renew your insurance, as long as you have chosen this option. In all cases, we will contact you before your renewal date to tell you about the cost of your breakdown cover, including any changes to the policy that will apply from when you renew the policy. Automatically renewing your policy means we will keep your payment details securely on our files so that we can take your premium at your next renewal. Each year we will contact you beforehand to remind you that this is happening. If you do not want to renew your policy or want to change any of your details, please let us know at least 15 days before your renewal date.

## How to make a claim

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

+44 (0) 3301239872

To get European emergency help, contact the 24 Hour Emergency Helpline:

+44 (0) 3301239872

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, your 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).

# Complaints procedure

#### **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**

If **your** complaint relates to a claim on **your policy** or the **policy** coverage, **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

Tel: 01737 815215

Email: quality.assurance@axa-assistance.co.uk

If your complaint relates to the sale or general administration of your policy, please contact 01903931055.

#### Contact Details for Coverwise Sales and Service

The Operations Manager Coverwise 4th Floor 11 Southfield House Liverpool Gardens Worthing West Sussex BN11 1RY

Tel: 01903 931055

Email: motorbreakdown@coverwise.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 +44 20 7964 0500;

or Email: complaint.info@financial-ombudsman.org.uk

Website: 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 https://ec.europa.eu/consumers/odr, 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

#### **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 +441903931055 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.

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** (acting as data controllers) for underwriting, for providing **breakdown** assistance, for **policy** administration, claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your breakdown** assistance claim, in order to provide the services described in this **policy**,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with **breakdown** assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing 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; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will not use, or disclose **your** personal data to another party, for the purpose of contacting **you** about other products or services (direct marketing).

**We** carry out these activities within the UK and both within and outside the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **policy** and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about you, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer The Quadrangle 106-118 Station Road Redhill, Surrey RH1 1PR UK

Email: dataprotectionenquiries@axa-assistance.co.uk

**Our** full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from **us** on request.

#### **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.