





MOTOR BREAKDOWN ASSISTANCE COVER

How to claim in the UK

HOW TO CLAIM

To get emergency help phone: 0800 0113783

How to claim outside the UK

To get emergency help phone: +44(0)1737 815435

You should have the following information available:

- The vehicle's registration number.
- Your name, home postcode and contact details.
- Your policy number.
- The make, model and colour of the vehicle.
- The location of the vehicle and an idea of what the problem is.
- Travel dates (where they apply).
- SOS Box number (where applicable).

You will only be able to claim the services we provide by phoning the emergency helpline number.



Motor Breakdown Assistance Cover

This policy is administered by:

R.A. Rossborough (Insurance Brokers) Limited is regulated by the Jersey Financial Services Commission. Registered Office: 41 La Motte Street, St Helier, Jersey, JE4 8NS. Registered in Jersey. Company Number : 1944.

R.A. Rossborough (Guernsey) Limited is licensed by the Guernsey Financial Services Commission. Registered Office: Rossborough House, Bulwer Avenue, St Sampsons , Guernsey, GY2 4LF. Registered in Guernsey. Company Number : 2873.

Rossborough Insurance (IOM) Limited is registered with the Insurance and Pensions Authority in respect of General Business. Registered Office : 1st Floor, Viking House, St Pauls Square, Ramsey IM8 1GB. Registered in the Isle of Man. Company Number : 110231C.

The above legal entities are members of the Arthur J. Gallagher group.

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 register number is 202664. **You** can check this on the Financial Services Register by visiting the website <u>www.fca.org.uk/register</u> or by contacting the Financial Conduct Authority on 0800 111 6768.

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

This insurance is governed by the laws of England and Wales.

This document sets out the terms and conditions of your cover and it is important that you read it carefully.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow for the policy to work.

Cancellation

If **you** find that the cover provided under this policy does not meet **your** needs, please contact **us** on Jersey 01534 500500, Guernsey 01481 241555 or Isle of Man 01624 631631within 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 the policy outside the 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 £20.

We may cancel this policy by giving you at least 14 days written notice at your last-known address if:

- You fail to pay the premiums after we have sent you a reminder to do so. If we have been unable to collect a premium payment, we will contact you in writing requesting payment to be made by a specific date. If we do not receive payment by this date we will cancel your policy by immediate effect and notify you in writing that such cancellation has taken place.
- You refuse to allow us reasonable access to your property (vehicle and so on) to provide the services you have asked for under this policy or if you fail to co-operate with our representatives;
- You otherwise stop keeping to the terms and conditions of this policy in any significant way; or
- The cost of providing this policy becomes prohibitive



Meaning of words

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

1 We, Us, Our

Inter Partner Assistance SA, or AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK. . The registered branch number of Inter Partner

Assistance is FC008998. AXA Assistance UK Ltd registered number is 2638890. Within the Data Protection section can also mean Rossborough.

2 You, Your, Driver

The policyholder or any person driving with **your** permission, and any passenger in the insured **vehicle** (We will only cover up to seven people including the **driver**).

3 Vehicle(s)

For Sections A and B **Vehicle** means the private car, light commercial vehicles or motorcycle which does not exceed 3,500 kg in gross weight, is no longer than 5.1 metres; higher than 1.95 metres; or wider than 2.1 metres and is insured under **your** policy, as shown on the Motor Breakdown Assistance Schedule, details of which have been provided to Inter Partner Assistance SA and for which, the appropriate premium has been paid and received by Inter Partner Assistance SA.

For section C, vehicle means the private car, light commercial vehicle or motorcycle which does not exceed 3,500kg in gross vehicle weight, is not greater than 5.1m in length, 1.95m in height and 2.1m in width, is insured under your policy as shown in the Motor Breakdown Assistance Policy Schedule, details of which have been provided to Inter Partner Assistance SA and for which the appropriate premium has been paid and received by Inter Partner Assistance SA.

For all sections, if **your vehicle** breaks down whilst towing a caravan or trailer **we** will recover **your vehicle** together with the caravan or trailer providing they do not exceed the following dimensions: 8m in length, 3m in height and 2.25m in width. **You** must carry a serviceable spare tyre and wheel for **your vehicle**, caravan or trailer, if it is designed to carry one and a key that will let **us** remove a wheel secured by wheel nuts for **your vehicle**, caravan or trailer 4

Your Home

The last address in the **Channel Islands** or **Isle of Man you** gave to Rossborough as being where **you** permanently live or where **you** keep **your vehicle**.

5 Breakdown

Immobilisation of the **vehicle** as a result of mechanical breakdown, accident, act of vandalism, fire or attempted/recovered theft, flat tyre, lack of fuel, flat battery, misfueling occurring within the **Channel Islands** or **Isle of Man** (or Western European territorial limits as described in Section C if the appropriate premium has been paid) during the period of cover.

6 **UK**

England, Scotland, Wales, Northern Ireland.

7 Channel Islands/Isle of Man

Jersey, Guernsey, Isle of Man

8 Period of cover

The period of time which the insurance applies to and that is given on **your** Motor Breakdown.



The cover provided under each section will only apply if it is shown on your current Motor Breakdown Assistance

Schedule. Cover is subject to the General Conditions and General Exclusions detailed in sections E and F

Help on motorways

1. In the UK

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the above number.

2. Outside the UK

On many European motorways or AutoRoute's, particularly in France, if **you** break down the police will answer the emergency phone. They will arrange for the **vehicle** to be picked up, and tow **you** and **your vehicle** off the motorway to a local garage or a motorway service station; **You** will have to pay for this help on the spot. If this happens **you** should get a receipt and keep it, and **we** will pay **you** the money back provided it is within policy limits. Or, once **you** and **your vehicle** are towed to a safe place, call **us**. The organisation that has picked **you** up may

accept **our** guarantee to pay them. At this stage **we** will also arrange any other help **you** may need

Section A - Roadside help and local recovery in the Channel Islands and Isle of Man

What is covered

- 1 If **your vehicle** breaks down, **we** will arrange and pay for a **breakdown vehicle** to come to the **vehicle** where **you** are for up to one hour to try to get it working again.
- 2 If **your vehicle** cannot be made safe to drive at the place **you** have broken down within that hour, **we** will arrange and pay for **your vehicle**, the **driver** and up to six passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs.

What is not covered

- 1 If your vehicle breaks down within one mile of your home.
- 2 Anything mentioned in the general exclusions. (Please see section E.)

Section B - Home recovery in the Channel Islands and Isle of Man

The cover in this section will only apply if it is shown on your current Motor Breakdown Assistance Schedule.

What is covered

- 1 If your vehicle breaks down at or within one mile of your home, we will arrange and pay for a breakdown vehicle to come to where you are for up to one hour to try to get the vehicle working again.
- 2 If **your vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for **your vehicle**, the **driver** and up to six passengers to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. **You** must pay the costs of any repairs.

What is not covered

1 Anything mentioned in the general exclusions. (Please see section E.)

Section C - Help in UK and Europe

The cover in this section will only apply if it is shown on **your** current Motor Breakdown Assistance Schedule. Wherever the following words and phrases appear in bold in this document and **your** Motor Breakdown Assistance Schedule, they will always have the following meanings.



Journey

A trip **you** make in **your vehicle** between **your home** in the **Channel Islands** or **Isle of Man** and a place abroad, within the territorial limits listed in section C below. The trip must not be longer than 31 days in a row, or not more than 90 days in total during the period of cover.

Cover in section C only applies in the countries listed below.

UK, Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Malta, the Republic of Cyprus, the Vatican City and other islands that belong to these countries and that are in Europe.

C1 Before travel abroad starts

The benefits shown under section C4 below also apply in the **Channel Islands** and **Isle of Man**, as long as **you** break down during **your journey**.

C2 Help at the roadside and towing

What is covered

- 1 If **your vehicle** breaks down, **we** will arrange and pay for a **breakdown vehicle** to come to where the **vehicle** is for up to one hour to try to get the **vehicle** working again.
- 2 If your vehicle cannot be made safe to drive at the place you have broken down, we will arrange and pay for your vehicle, the driver and up to six passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. You must pay the costs of any repairs.
- C3 After the theft or attempted theft of the **vehicle** or its contents, **we** will pay the costs of repairing the damage or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make **your vehicle** secure. **We** will not pay for the cost of paint-work and other cosmetic items.

What is not covered

- 1 We will not pay any amounts for making the vehicle secure once you have returned to the Channel Islands and Isle of Man.
- 2 Anything mentioned in the general exclusions. (Please see section E.)

C4 Delivering replacement parts

What is covered

1 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** or an agreed place as quickly as reasonably possible.

What is not covered

- 1 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.
- 2 Any amount for getting parts, if the replacement parts can be bought locally.
- 3 Anything mentioned in the general exclusions. (Please see section E.)

C5 Not being able to use your vehicle

What is covered

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 options:

- 1 To move you, your passengers and luggage to where you were originally travelling to, and then, once your vehicle has been repaired, take you back to your vehicle or bring your vehicle to you: or
- 2 The cost of hiring another car while **your vehicle** is being repaired. **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
- 3 We will pay for bed and breakfast costs of up to £30 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.



What is not covered

- 1 The cost of fuel or lubricants **you** use in the hire **vehicle**.
- 2 Any insurance **you** have to pay to the hire-car company.
- 3 Anything mentioned in the general exclusions. (Please see section E.)

C6 If you become ill or injured and can't drive

What is covered

1 If you become ill or injured during a journey and can't drive and no one else in your group can drive you home, we will pay for a qualified driver to bring you, your passengers and your vehicle home. We may ask for medical proof of inability to drive.

What is not covered

1 Anything mentioned in the general exclusions. (Please see section E.)

C7 If you can't use your own vehicle to get home

What is covered

If after a **breakdown your vehicle** is still not repaired or safe to drive when it is time for **you** to go **home**, **we** will pay for suitable transport to get **you**, **your** passengers and **your** luggage **home**, and up to £150 towards other travel costs in the UK and Europe while **you** wait for **your** own **vehicle**. **We** will choose one of the following options:

- 1 Take your vehicle to your home or your chosen repairer in the Channel Islands or Isle of Man; or
- 2 Pay the cost of one economy rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **you** to go to get **your vehicle** once it has been repaired or found; and
- 3 Pay any storage charges (up to £100) while **your vehicle** is waiting to be repaired, collected or taken **home**.

What is not covered

- 1 Any costs **you** would have paid anyway for travelling **home**.
- 2 Loss or damage to personal possessions **you** leave in, on or near **your vehicle**.
- 3 The costs of returning your vehicle to the Channel Islands or Isle of Man if we believe that the cost of
- doing so would be greater than the market value of your vehicle in the Channel Islands or Isle of Man.
- 4 The costs of returning **your vehicle** to the **Channel Islands** or **Isle of Man** if repairs can be done locally and **you** are not willing to allow this to happen.
- 5 Anything mentioned in the general exclusions. (Please see section E.)

Section D Misfuelling in the UK, Channel Islands or Isle of Man

The cover in this section applies in addition to the cover shown in Sections A, B and C.

What is covered

- 1. Draining and flushing the fuel tank on site using a specialist roadside vehicle or
- 2. Recovery of the **vehicle**, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank.
- 3. Replenishing the fuel tank with 10 litres of the correct fuel.
- 4. Up to a maximum number of 3 claims per period of cover, per vehicle.
- 5. Up to a maximum value of £250 per claim.

What is not covered

- 1. You will be responsible for paying any costs in excess of £250 per claim.
- 2. Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- 3. Where misfuelling occurs outside the UK, Channel Islands or Isle of Man.
- 4. Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- 5. Mechanical or component damage to **your vehicle** whether or not caused as a result of **misfuelling** or the cost of hiring an alternative **vehicle** in the event mechanical or component damage is sustained.
- 6. Any defect which is deemed NOT to be a direct result of **misfuelling** or a defect which existed before the incident of **misfuelling**.
- 7. Any vehicle or vehicles other than the vehicle or vehicles listed on the policy schedule.
- 8. Anything mentioned in the general exclusions. (Please see section E.)



Section E - General exclusions that apply to all parts of this policy

What is not covered

- 1 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, which are available immediately.
- 2 The cost of fuel or any spare parts needed get **your vehicle** working again, or any costs that arise from not being able to get replacement parts.
- 3 Labour costs of more than one hour of roadside help.
- 4 If we think that a locksmith, bodywork, glass or tyre specialist is needed, we will try to arrange these for you, but you will have to pay for their services, unless your vehicle is covered under section C2,3.
- 5 The cost and guaranteeing the quality of repairs when **your vehicle** is repaired in any garage the **vehicle** is taken to.
- 6 Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
- 7 Any call-out or recovery costs in the **Channel Islands** or **Isle of Man** after a **breakdown** where the police or other emergency service insists on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
- 8 Help or recovery if **your vehicle** is partly or completely buried in snow, mud, sand or water.
- 9 Damage or costs that arise from us trying to get into your vehicle after you have asked for help.
 10 Any loss of any kind that comes 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.)
- Moving animals. We will decide whether or not to move any animal in your vehicle, and if we agree to do this it will be completely at your own risk.
- 12 Any costs for vehicles that have broken down or are not safe to drive when cover was taken out.
- 13 The costs of getting a spare wheel or tyre for a roadside repair if **you** do 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.
- 14 Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
- 15 Recovering **your vehicle** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
- 16 Recovery or help if your vehicle is:
- heavier than 3,500 kilograms;
- longer than 5.1 metres;
- higher than 1.95 metres; or
- wider than 2.1 metres.
- 17 Recovery or help if **you** are hiring **your vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
- 18 Any claim that comes from:
- any person driving your vehicle with your permission, if you know they do not have a valid licence to drive in the UK, Channel Islands or Isle of Man; or
- any person driving **your vehicle** with **your** permission, if they are not keeping to the conditions of their driving licence.
- 19 Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
- 20 Any loss or damage caused to **your 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.
- 21 Loss or damage caused by war, revolution or any similar event.
- 22 Any loss or damage caused by a riot or public demonstration.
- 23 Mobile phone, phone call and postage costs are not covered under your policy in any circumstances.
- 24 The cost of paint-work and other cosmetic items.
- 25 Loss or damage to personal possessions you leave in your vehicle.
- 26 Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which are outside our reasonable control, such as severe weather conditions.



Section F - General conditions applying to all parts of this policy

- 1 Your vehicle must be permanently registered in the UK, Channel Islands or Isle of Man, and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display. You must keep the vehicle in a good condition and have it serviced regularly in line with the manufacturer's recommendations.
- 2 If we arrange for temporary roadside repairs to be carried out after damage to your vehicle, or we take your vehicle to your chosen place, we will not be legally responsible for any more help in the same incident.
- 3 We will not pay you any benefit unless you contact us using the emergency phone numbers provided. You must not try to contact any agent or repairer direct.
- 4 You are responsible for keeping your vehicle and its contents safe, unless you are not able to or you have an arrangement with us or our agent. You must be with your vehicle at the time we say we expect to be there.
- 5 **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
- 6 You will have to pay the cost of moving your vehicle or a repair vehicle coming out to you if, after asking for help which you are entitled to, your vehicle is moved or repaired in any other way.
- 7 **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.
- 8 If we pay a claim under any cover provided by this insurance, we will be entitled to ask for all reasonable help from you to take action in your name to get back our costs from another organisation.
- 9 You must carry a serviceable spare tyre and wheel for your vehicle and any caravan or trailer attached to your vehicle. This condition does not apply if your vehicle is not designed to carry a spare wheel. If the vehicle is not designed to carry a spare wheel, you will need to carry the appropriate aerosol repair kit.
- 10 We have the right to choose a suitable garage that is able to carry out a repair. You must pay for the cost of repair.
- 11 If we arrange for temporary roadside repairs to be carried out to your vehicle, you must then immediately arrange for any permanent repair that may be needed.
- 12 If **your vehicle** needs to be taken to a garage after a **breakdown**, **your vehicle** must be in a position that makes it easy for a recovery **vehicle** to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
- 13 You will have to pay for any parts or other products used to repair your vehicle.
- 14 We will not arrange for help if we think that it would be dangerous or illegal to repair or move your vehicle.
- 15 During any 12-month period **we** will not be responsible for more than two claims which arise from a common fault, and no more than four claims in total. If **you** need **our** help more than four times in a 12-month period of cover, **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**.
- 16 If you are covered for breakdown by any other insurance policy or warranty, you must tell us.
- 17 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**).
- 18 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. In most parts of Europe, hire cars are not allowed to cross national frontiers or to be brought back to the UK.
- 19 This insurance contract is between **you** and **us**. Any person or company who is not party to 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.
- 20 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.

Our promise

We want to give you the best possible service. If you are not happy with our service, the procedure below explains what you should do.



Complaints procedure

You can write to the Quality Manager at:

Quality Manager, Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK or, **you** can phone 01737 815215.

If it is impossible to reach an agreement, **you** may 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.

E-mail: complaint.info@financial-ombudsman.org.uk

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

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.

Alternative Format

Please contact Rossborough if you would like a copy of these terms and conditions in alternative format such as large print or audio.

Data Protection Act

Use of Your Personal Data

Please read the paragraphs below, which define how **we** (*client name*) and the insurer (Inter Partner Assistance SA) use information about **you** for the purpose of providing **you** with insurance services and additional products and services.

We appreciate the importance of the protection, confidentiality and security of your information.

Personal Information

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

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

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

Data Protection Officer AXA Assistance (UK) Limited The Quadrangle 106-118 Station Road Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

We monitor and record phone calls to help maintain our quality standards and for security purposes.

Automatic renewal

To make sure you continue to be covered after you renew 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 before hand 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.

