

Breakdown Assistance Policy Booklet

Breakdown Assistance Cover

Policy wording – UK & European Product

This policy is provided on behalf of Insurance Factory Limited, which is authorised and regulated by the Financial Conduct Authority (FCA Number 306164).

Its registered office is at:

45 Westerham Road,
Bessels Green,
Sevenoaks,
Kent,
TN13 2QB

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 www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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

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

Important information

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

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

Cancellation

2 If **you** find that the cover provided under this policy does not meet **your** needs, please contact us 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 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.

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

We may cancel this policy without giving **you** notice if, by law or other similar reasons, we are prevented from providing it OR if the cost of providing this policy becomes prohibitive. If we cancel the policy under this section, we will refund the premium paid for the remaining period of insurance, unless **you** have made any claims.

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

- Make or try to make a fraudulent claim under **your** policy;
- Are abusive or threatening towards our staff; or
- Repeatedly or seriously break the terms of this policy.

If **you** make a valid claim before the policy is cancelled, we will pay it before we cancel the policy.

Meaning of words

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

1. 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.

In the Data Protection Act section of this policy 'we' also means Insurance Factory Limited.

2. Vehicle policy

This policy covers breakdown assistance for the specific **vehicle** (or **vehicles**) shown on **your** policy schedule. These are the only **vehicles** that this cover applies to.

3. Personal policy

This policy covers breakdown assistance for the specific policyholder named on the policy schedule, who must be travelling in a vehicle that meets the conditions shown in this policy document. You will be asked for proof of identity before **we** can provide help, for example, **your** driving licence.

4. You, your, driver

The policyholder named on the schedule or any person driving an insured **vehicle**, and any passengers in the insured **vehicle**. (**We** will only help up to seven people, including the **driver**.)

5. Vehicle(s)

Vehicle means the private car or

motorcycle which is less than 16 years old (11 years within Europe) and which is:

- no longer than 5.1 metres;
- no heavier than 3,500 kilograms;
- no higher than 1.95 metres; and
- no wider than 2.1 metres (excluding folding items such as wing mirrors);

as shown on **your** policy schedule [this only applies under the vehicle policy].

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:

- 8 metres long;
- 3 metres high; and
- 2.55 metres wide.

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.

6. Your home

The last address (in the UK) **you** gave to Insurance Factory Limited as being where **you** permanently live or where **you** keep **your vehicle**. **You** must have started out from **your home** on **your journey** for cover to apply.

7. Breakdown

Not being able to use the **vehicle** because of:

- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery;
- it having no fuel; or
- putting the wrong fuel into it.

8. Territorial limits

UK, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

For European breakdown cover (section D only) 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.

9. Period Of Cover

The period of time which the insurance applies to that is shown on **your** policy schedule.

10. Journey

A trip between **your** home in the UK and a place abroad, within the territorial limits. The trip must not be longer than 30 days in a row, or not more than 90 days in total during the period of cover.

11. Luggage

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

12. Misfuelling

Accidental and involuntary filling of the fuel tank with inappropriate fuel for the insured vehicle.

The cover provided under each section is governed by the general conditions and general exclusions shown in sections F and G.

How to claim

To get UK emergency help, phone: 01737 826187

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

If **you** need Breakdown Assistance in Europe, please call: 01737 826187

Text messaging is available if you are deaf, hard of hearing or have speech difficulties. Please text the word 'breakdown' to 07624 808 266.

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**
- An idea of what the problem is
- An SOS box number (if this applies).

We will take **your** details and ask **you** to stay by the phone. Once **we** have made all the arrangements, **we** will call **you** to advise who will be coming out to you and how long they are expected to take. **You** will then be asked to return to **your** vehicle.

Safety

Please take reasonable care at all times but stay near **your vehicle** until **our** recovery operator arrives. Once **our** operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that you have contacted **us** or give them our phone number to call **us** for **you**.

Help on motorways

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 number shown above.

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

Section A - Roadside Assistance

The cover in this section will only apply if it is shown on your schedule and **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** (for up to one hour) 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 up to six passengers to be recovered to one of the following locations, taking **your** circumstances into account within 20 miles.
 - **your** original destination;
 - **your** original departure point; or
 - a suitable local garage for it to be repaired. **You** must pay the cost of any repairs.
- If **you** lose or break **your vehicle** keys, **we** will pay for the call-out and mileage back to **our** rescue operator's base. **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**.
- Travel outside the UK.
- Anything mentioned in the general exclusions. (Please see section F.)

Section B - Nationwide Recovery Assistance in the UK

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** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from one of the following options, taking **your** circumstances into account.

Option 1: nationwide recovery:

If **you** ask, **we** will take the **driver** and up to six passengers, together with the **vehicle**, to either where **you** were originally travelling to or **your** home 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 journey.

Option 2: overnight

accommodation: we will pay the costs for bed and breakfast for one night only. **We** will pay up to £40 (inc VAT) for each person (up to a total of £280 (inc VAT)).

Option 3: 24-hour UK hire

vehicle: we will pay (up to £100) for a hire **vehicle** (with an engine of up to 1600cc for up to 24 hours). **You** will be responsible for returning the hire **vehicle** and collecting **your** repaired **vehicle**. **You** must meet the conditions of the hire-car company to be able to hire a car.

Emergency driver

As well as the benefits above, if during the journey, the **driver** cannot drive because of an injury or illness they have gained, and there is no one else able or qualified to drive the

vehicle, we will provide, and pay for, a driver to finish the journey or return the **vehicle** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the driver before **we** provide this benefit.

What is not covered

- A **breakdown** at or within one mile from **your** home
- Travel outside the UK
- Anything mentioned in the general exclusions. (Please see section F.)

Section C - Homestart in the UK

The cover in this section applies as well as the cover shown in sections A and B. It 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 where **you** are for up to one hour to try to get the **vehicle** working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for the **vehicle, the driver** and up to six people 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, by credit or debit card.

What is not covered

- Travel outside the UK.
- Anything mentioned in the general exclusions. (Please see section F.)

Section D- Misfuelling.

The cover in this section applies as well as the cover shown in sections A, B and C. It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

What is covered

We will pay for the following if **your** vehicle is subject to misfuelling during the **period of insurance** in **United Kingdom** only. The following applies both on the forecourt on-site and once the vehicle has been driven away from the forecourt:

- draining and flushing the fuel tank on site using a specialist roadside vehicle or
- recovery of the **vehicle**, the driver and up to 6 passengers to the nearest repairer to drain and flush the fuel tank and
- replenishing the fuel tank with 10 litres of the correct fuel
- up to a maximum value of £250 per claim in any **period of insurance**. **You** will be responsible for paying any costs in excess of £250 per claim.
- We will only cover 3 claims each year.

What is not covered

The following are not covered under this insurance

- No claim will be paid relating to **misfuelling** that happened before taking out this policy.
- Where the **misfuelling** occurs outside the **United Kingdom**
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel;
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- 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.
- Any defect arising directly and/or indirectly as a result of **misfuelling** or a defect which existed before the incident of misfuelling.
- Anything mentioned in the general exclusions. (Please see section F.)

Section E- European breakdown

The cover in this section applies as well as the cover shown in sections A,B,C and D. It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

E1 - Before travel abroad starts

The benefits shown under section E4 below also apply in the UK, as long as you break down during **your journey**.

E2 - Help at the roadside and towing in Europe

- 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.
- 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 20 miles) for it to be repaired. **You** must pay the costs of any repairs by credit or debit card.
- 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, which are needed for emergency roadside repairs to make **your vehicle** secure.

What is not covered

- Any amounts for making the **vehicle** secure once **you** have returned to the UK.
- Sending **you** home to the UK within 48 hours of the original **breakdown** no matter what ferry or tunnel bookings for the homebound journey or

prearranged appointments you have made within the UK.

- Sending **you home** if the **vehicle** can be repaired but **you** do not have enough money to cover the repair.
- Anything mentioned in the general exclusions. (Please see section F.)

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.

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.

- Photocard driving licence and supporting documents
- Insurance documents
- MOT certificate
- Logbook (V5 registration document)
- If you do not own the vehicle, confirmation that you have the owner's permission to drive it.

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

E3 - Delivering replacement parts

What is covered

- 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

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

E4 - 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.

- Option 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**.
- Option 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
- Option 3: **We** will pay for bed-and-breakfast costs of up to £40 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

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

E5- If you become ill or injured and can't drive

What is covered

- 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 provide, and pay for, a driver to finish the **journey** or return the **vehicle** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide this benefit. **What is not covered**
- Anything mentioned in the general exclusions. (Please see section F.)

E6 - 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 (reasonable) transport

to get **you**, **your** passengers 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, 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 go to get **your vehicle** once it has been repaired.

What is not covered

- Any costs **you** would have paid anyway for travelling **home**.
- The costs of returning **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**.
- The costs of returning **your vehicle** to the UK if repairs can be done locally and **you** are not willing to allow this to happen.
- Anything mentioned in the general exclusions. (Please see section F.)

General notes relating to Europe

If **you** break down on a European motorway or major road, generally **we** cannot help **you** and **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 as soon as possible. **You** can then contact us if **you** need more help. **We** will pay up to €100 towards the costs, but we will only refund **claims** when **we** have received a valid invoice or receipt. **We** will pay **you** in line 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. In these circumstances **you** must allow **us** time to help **you** and repair **your vehicle**. **We** will not be held legally responsible for any delays in **you** reaching **your** destination.

General notes

Uninsured services

We can provide help for faults that are not covered under this insurance policy or where you have made the maximum number of insured claims, or would like **us** to help more than six passengers as shown in this policy. All costs must be paid for as soon as possible by credit or debit card.

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

We will not cover the following

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 to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
3. The cost of paintwork and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. Any **breakdown** or recovery outside the **period of cover**.
6. The cost (and guaranteeing the quality) of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
7. Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
8. 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, by credit or debit card, any fees to store or release the **vehicle**.
9. Any toll or ferry fees incurred by the driver or the driver of the recovery vehicle whilst transporting **your vehicle** unless the **breakdown** occurs in Europe and valid European cover is held, in which case these fees would be covered by the policy with the repatriation of the **vehicle**.
10. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
11. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
12. 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.)
13. Loss or damage to personal possessions **you** leave in **your vehicle**.
14. Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this, it will be completely at **your** own risk and cost.
15. Any costs for **vehicles** that have broken down or were not safe to drive when cover was taken out.
16. 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 the driver is not able to provide a key to do this.
17. 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 place **we** will only recover to one address in respect of any one **breakdown**.

18. Where **your vehicle** is an emergency vehicle, taxi, heavy goods vehicle, motorcycle or if **your vehicle** is used for despatch, road-racing, rallying, pacemaking, speed testing or any other competitive event;
19. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
20. Recovering the **vehicle** when it is carrying more than a driver and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
21. Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
22. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 1.95 metres or wider than 2.1 metres.
23. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
24. **Vehicles** that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a journey and this affects **your** safety.
25. Recovery or help if the **vehicle** is being used to carry commercial goods.
26. Any claim that comes from:
 - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
 - any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
27. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
28. 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.
29. Loss or damage caused by war, revolution or any similar event.
30. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside our reasonable control, such as severe weather conditions.
31. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.

32. If **you** put the wrong fuel in **your** car, **you** will be entitled to recovery only as shown in section A. (Section D will only apply to **you** if **you** have paid the premium to be covered for Misfuelling)
33. 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**.

Section G – General conditions applying to all parts of this policy

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence or tax disc on display. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 16 years old since first registration (11 years since first registration if **you** want help within Europe).
2. **We** can ask for proof of outbound and inbound travel dates.
3. If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to the place **you** have chosen, **we** will not be legally responsible for any more help in the same incident.
4. **We** have the right to refuse to provide a service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate help or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
5. **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.
6. **You** are responsible for keeping the **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 the **vehicle** at the time **we** say **we** expect to be there.
7. **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.
8. **You** will have to pay 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. The payment must be by credit or debit card.
9. **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.

10. 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.
11. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached including the means to release the spare tyre from **your vehicle**. We will not cover any services including recovery to a garage or any costs incurred as a result of **you** failing to do so. This condition does not apply if the **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.
12. **We** have the right to choose a suitable garage that can carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the time limits **we** have given. You must make the payment by credit or debit card.
13. 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.
14. 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 by credit or debit card.
15. **You** will have to pay, by credit or debit card, for any parts or other products used to repair the **vehicle**.
16. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
17. During any 12-month period **we** will not be responsible for more than two claims which arise from a common fault on the same **vehicle**. **We** will not be responsible for more than five / six / seven claims in total for a **vehicle policy** or **personal policy**. 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 creditcard number or debit-card number before **we** help **you**.
18. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell us.
19. 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**.

20. **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 hirecar company to hire a vehicle.
21. 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 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** 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.

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

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

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@financialombudsman.org.uk

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.

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 claims, 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 separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources, for example government records

of when your MOT is due, in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below)

We carry out these activities within the UK and 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
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.

Other formats

Please contact Insurance Factory Limited if **you** would like a copy of these terms and conditions in another format such as in large print or on audio disc.