

DFDS European Breakdown Cover 2019/20

ref: VOY/DFDS/2019/20

Valid in respect of travel completed no later than 5th January 2021.



This policy is only available to permanent residents of the United Kingdom, Channel Islands or Isle of Man. Cover must be arranged prior to departure and must be for the full period you intend to be away.

Provided you have paid the appropriate premium as shown on your certificate, you are covered in accordance with the full wording shown herein up to the limits shown below. The limits apply for each separate trip.

Benefits schedule	Limit (up to)
1. Cover before you leave <i>breakdown assistance</i> <i>replacement vehicle (per day)</i>	Unlimited £2,000 (£100)
2. Emergency roadside repairs and getting your vehicle to a garage	£250
3. Getting you home or helping you continue your journey <i>replacement vehicle (per day)</i> <i>additional accommodation (per night)</i>	£2,000 (£100) £450 (£45)
4. Spare parts delivered for essential repairs	Unlimited
5. Damage to the vehicle after theft or attempted theft	£100
6. Getting the insured vehicle back <i>vehicle storage</i> <i>returning the vehicle</i>	£100 £750
7. Collecting the insured vehicle from continental Europe <i>vehicle collection</i> <i>vehicle storage</i>	£600 £100
8. If there is no qualified driver available for the insured vehicle <i>transporting home</i> <i>vehicle storage</i> <i>additional accommodation (per day)</i>	Unlimited £100 £450 (£45)
9. Customs duty cover <i>vehicle disposal</i>	Unlimited
10. Guarantee of Spanish bail deposits	£1,000
11. Legal expenses	£10,000

Annual multi-trip policy features	
Maximum vehicle age at date of purchase	9 years (or 14 years, subject to payment of the appropriate additional premium as shown on your certificate)
Maximum period per trip	31 days
Single trip policy features	
Maximum vehicle age at date of departure	9 years (or 14 years, subject to payment of the appropriate additional premium as shown on your certificate)
Maximum period per trip	90 days

Important conditions

Please consider these questions very carefully in relation to the insured vehicle.

1. Is the insured vehicle aged under 10 years old since first registration (or under 15 years old subject to payment of the appropriate additional premium as shown on your certificate) and permanently registered in the United Kingdom, Channel Islands or Isle of Man?

Yes

2. Has the vehicle been regularly serviced, maintained and operated in line with manufacturer's recommendations and does it hold a current valid MOT certificate (if applicable)?

Yes

3. Does the vehicle have a serviceable spare wheel and tyre or suitable alternative provision, e.g. run-flats?

Yes

4. Is your trip beginning and ending in the United Kingdom, Channel Islands or Isle of Man and you have not already commenced your trip at the time of purchase?

Yes

5. Can you confirm your vehicle does not exceed (including any load carried) the following gross vehicle weight and dimensions: 3,500kg in weight, 7 metres in length, 3 metres in height and 2.3 metres in width and carries no more than 8 passengers including the driver?

Yes

No

There is **no** cover available under this policy.

If you are in any doubt about your ability to comply with these questions please contact **Voyager Insurance Services Ltd** on **01483 562662** to see if cover can be provided.

Please note calls may be recorded.

Full cover is available under this policy.

Demands and needs statement

DFDS European Breakdown Cover is typically suitable for those who wish to insure themselves for motor breakdown whilst travelling in **continental Europe**.

You may already possess alternative insurance(s) for some or all of the features and benefits provided by this product. It is **your** responsibility to investigate this.

We have not provided **you** with any recommendation or advice about whether this product fulfils **your** specific insurance requirements.

Thank you for taking out DFDS European Breakdown Cover with us.

Your certificate of insurance shows the sections of the policy **you** have chosen, the vehicle that is covered and any special terms or conditions that may apply. **Your** policy does not cover everything. **You** should read this document carefully to make sure it provides the cover **you** need. If there is anything **you** do not understand **you** should contact **your** issuing agent.

How your policy works

Your policy and certificate of insurance is a contract between **you** and **us**. **We** will pay for any claim **you** make which is covered by this policy and happens during the **period of insurance**. Unless specifically mentioned the benefits and exclusions within each section, apply to the **insured vehicle**. **Your** policy does not cover all possible events and expenses. Certain words have special meanings as shown under the heading 'definitions'. These words have been highlighted by the use of bold print throughout the policy document.

24-hour motoring breakdown service

The assistance provided by this policy is operated by Allianz Assistance.



If **you** suffer a **breakdown** during **your journey**, please tell us as quickly as possible using the following number;

From within your home country: 020 8603 9440. From outside your home country: +44 (0) 20 8603 9440

You can call 24 hours a day, 365 days a year.

Please tell **us** where **you** are, **your** policy number and say that **you** are covered with **DFDS European Breakdown Cover 2019/20**.

Whilst every effort will be made to provide the assistance services detailed in this policy, there may be occasions where due to circumstances beyond **our** control or due to the location of the **breakdown**, certain services may not be available. If **we** are unable to verify **your** policy cover immediately, **we** may need to take a credit or debit card number in order to provide the required assistance. No payment will be taken without the prior authority of the card holder.

Auto route restrictions

If assistance is required on a French autoroute, and certain autoroutes in some other European countries, **you** must use the official SOS boxes at the side of the road in order to arrange initial recovery. **You** will be connected to the authorised motorway assistance service because the roads are privatised and **we** are prevented from assisting on them. **You** should call **us** at the earliest opportunity so that **we** can arrange for the most appropriate assistance once **your** vehicle has been recovered from the autoroute. Any costs incurred for recovery from the autoroute can be claimed back from **us**.

Before you travel

This policy for motor **breakdown** is an assistance only service. Please contact **your** motor insurance company to check the level of cover provided when **you** are abroad and whether a Green Card is required. When the motoring **breakdown** service has provided a replacement vehicle, **you** will be expected to leave a cash or credit card deposit and produce a clean driving licence. Please make yourself aware of relevant driving regulations abroad.

Renewal of your insurance cover

If **you** have annual multi-trip cover **your** agent will send **you** a renewal notice at least 21 days prior to the expiry of the **period of insurance** as shown on **your** certificate of insurance. **We** may vary the terms of **your** cover and the premium rates at the renewal date.

Extending the period of cover

We will automatically extend the period of cover free of charge for up to 14 days if **you** cannot get home from **continental Europe** before the insurance ends because the public transport on which **you** are travelling as a passenger is delayed. After 14 days **you** will need to apply for extra motor **breakdown** insurance.

Insurer

This insurance sold by DFDS Newcastle Limited, registered address - Nordic House, Western Access Road, Immingham Dock, Immingham, North East Lincolnshire, DN40 2LZ. Registered No. 00995079

This insurance is arranged by Voyager Insurance Services Ltd and underwritten by AWP P&C SA and is administered in the **United Kingdom** by Allianz Assistance. Allianz Assistance is a trading name of AWP Assistance UK Ltd. Registered in England No 1710361. Registered office: PO Box 74005, 60, Gracechurch Street, London, EC3P 3DS.

AWP P&C SA is duly authorised in France and the United Kingdom and authorised and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

AWP Assistance UK Ltd and Voyager Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority (FCA).

DFDS Newcastle Limited is an appointed representative of ITC Compliance Limited which is authorised and regulated by the FCA (their registration number is 313486) and which is permitted to advise on and arrange general insurance contracts.

These details can be checked on the Financial Services Register by visiting the FCA's website on www.fca.org.uk/register or by contacting them on 0800 111 6768.

Allianz Assistance acts as an agent for AWP P&C SA for the receipt of customer money, settling claims and handling premium refunds.

Voyager Insurance Services Ltd acts as an agent for AWP P&C SA for the receipt of customer money and handling premium refunds.

Financial Services Compensation Scheme (FSCS)

For **you** added protection, the **insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance provides protection for 90% of the claim, with no upper limit. Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 020 7741 4100 or by visiting their website at www.fscs.org.uk.

Governing law

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning the policy the English courts shall have exclusive jurisdiction.

Contracts (Rights of Third Parties) Act 1999

We, the **insurer** and **you** do not intend any term of the agreement to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Information you need to tell us

There is certain information that **we** need to know as it may affect the terms of the insurance cover **we** can offer **you**. **You** must, to the best of **your** knowledge, give accurate answers to the questions **we** ask when **you** buy **your** DFDS European Breakdown Cover. If **you** do not answer the questions truthfully it could result in **your** policy being invalid and could mean that all or part of a claim may not be paid. If **you** think **you** may have given **us** any incorrect answers, or if **you** want any help, please contact your issuing agent as soon as possible and **we** will be able to tell **you** if **we** can still offer **you** cover.

Geographical area

You are covered for trips to countries within the following area provided **you** have paid the appropriate premium as shown on **your** certificate.

Continental Europe - Andorra, Austria, Belgium, Bulgaria, Canaries, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom and Vatican City.

This policy does not cover trips within the United Kingdom, Channel Islands or Isle of Man other than during the direct **journeys** between **your home** and **your** international departure point.

Making a claim

For all **breakdown** claims please contact **us** as quickly as possible using the following number;

From within your home country 020 8666 9351

From outside your home country +44 (0) 20 8666 9351.

For all legal expenses claims please request a claim form by contacting **us** as quickly as possible using the following number;

From within your home country 020 8603 9804

From outside your home country +44 (0) 20 8603 9804.

You can also write to:

**Allianz Assistance,
International Motor Operations Department,
102 George Street, Croydon, CR9 6HD.**

Please supply **us** with **your** name, address and policy number and say that you are covered with **DFDS European Breakdown Cover 2019/20**.

You should fill in the claims form and send it to **us** as soon as possible with all the information and documents **we** ask for. **You** must send original documents as proof of what **you** have paid. **We** do not accept photocopies.

You will need to obtain some information about **your** claim while **you** are away. Below is a list of the documents **we** will need in order to deal with **your** claim.

For all claims

- **your** original **journey** booking invoice(s) and travel documents showing the dates and times of travel.
- original receipts and account for any expenses **you** have to pay.
- original bills or invoices **you** are asked to pay.
- details of any other insurance **you** may have that may cover the same loss.
- as much evidence as possible to support **your** claim.

Legal expenses

- detailed account of the circumstances surrounding the event (including photographs and video evidence if this applies) within 90 days of the event causing **your** claim.
- any writ, summons or other correspondence received from any third party. Please note that **you** should not reply to any correspondence from a third party without **our** written consent.
- full details of any witnesses, providing written statements where available.

Definitions

Throughout this policy and certificate of insurance, the words and phrases listed below have the meanings given next to them and are printed in bold.

Appointed adviser means any solicitor or appropriately qualified person, firm or company, including **us**, appointed to act for **you**, according to the terms of this policy.

Breakdown means electrical or mechanical **breakdown**, road accident, damage or destruction by fire or attempted theft, puncture or loss of keys which means the **insured vehicle** cannot be moved.

Home means the place **you** usually live in the **United Kingdom**.

Insured event means;

- **your** defence if **you** are prosecuted for a motoring offence committed, or alleged to have been committed, by **you** arising solely in connection with the use of the **insured vehicle**.
- a claim brought by **you** for the pursuance of an uninsured loss claim against a negligent third party where **you** are involved in any road traffic accident causing;
 - death or bodily injury to **you** whilst in or getting in to or out of the **insured vehicle**, and
 - damage to the **insured vehicle**.

Insured vehicle means;

The vehicle shown on the certificate of insurance must be:

- a car, motorcycle over 150cc, motorised caravan, minibus, light van, estate car or 4x4 sport utility vehicle registered in the **United Kingdom**. Towed caravans or trailers are not covered unless agreed in writing by **us** and the extra premium paid.
- less than 15 years old at the date **you** buy the policy.
- not more than 3,500kg in weight (including any load), 7 metres long, 3 metres high and 2.3 metres wide.
- not carrying more than the recommended number of passengers (maximum being 8 including the driver).
- kept in a safe and roadworthy condition and serviced in accordance with the manufacturer's specifications.

Insurer means AWP P&C SA

Journey means a trip that takes place during the **period of insurance** which begins when **you** leave **home** and ends when **you** get back **home**, whichever is earlier.

- For single trip cover, **you** will only be covered for one specific trip. Any other trip which begins after **you** get back is not covered. A trip which is booked to last longer than 90 days is not covered.
- For annual multi-trip, cover is for short trips of 31 days or less per trip only. There is absolutely no cover offered by this policy whatsoever for trips which are longer than the 31 days per trip. This would include not insuring **you** for any part of a trip that is longer than 31 days in duration.

Legal action means work carried out to support a claim that **we** have agreed to. This includes settlement negotiations, hearings in a civil court, arbitration and any appeals resulting from such hearings other than an application by **you**;

- to the European Court of Justice, European Court of Human Rights or similar international body, or
- to enforce a judgment or legally binding decision.

Legal costs means fees, costs and expenses (including Value Added Tax or the equivalent local goods and services tax) which **we** agree to pay for **you** in connection with legal action. Also, any costs which **you** are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs **we** agree to pay.

Period of insurance means the cover under section 1 - cover before **you** leave begins 7 days before the beginning of **your journey** (but not before **your** policy was issued) and ends at the beginning of **your journey**. The cover for all other sections starts at the beginning of **your journey** and finishes at the end of **your journey**. All cover ends on the expiry date shown on **your** certificate of insurance, unless **you** cannot finish **your journey** due to a **breakdown** or theft covered by this policy. In these circumstances **we** will extend cover free of charge until **you** can reasonably finish that **journey**.

Relative means **your** mother (in-law), father (in-law), step parent (in-law), sister (in-law), brother (in-law), wife, husband, son (in-law), daughter (in-law), step child, foster child, grandparent, grandchild, uncle, aunt, nephew, niece, cousin, partner (including common law and civil partnerships) or fiancé(e).

Resident means a person who has their main **home** in the **United Kingdom** and has not spent more than six months abroad during the year before the policy was issued.

United Kingdom, UK means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We, our and **us** means AWP Assistance UK Ltd trading as Allianz Assistance which administers the insurance on behalf of the **insurer**.

You, your and **person(s) insured** means any person in the **insured vehicle** on the **journey**.

Section 1

Cover before you leave

What each insured vehicle is covered for

In the event of a **breakdown** occurring to the **insured vehicle** within 7 days before **your journey** begins (but not before the date **your** policy was issued) **we** will do the following;

Assistance

Arrange assistance at **your home** or the roadside and recovery to the nearest repairer (if required).

Replacement vehicle

We will arrange and pay up to the amount shown in the benefits schedule for a replacement vehicle if;

- the **insured vehicle** cannot be repaired or recovered prior to the start of **your journey**, or
- the **insured vehicle** is stolen within 7 days before **your journey** begins (but not before the date **your** policy was issued) and not recovered or replaced prior to **your journey**.

What each insured vehicle is not covered for Under assistance

- a. any repairs to the **insured vehicle** that are not described in this section.
- b. any **insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.
- c. any **insured vehicle** which has a recurring electrical or mechanical fault.
- d. any help or payment if the **breakdown** service cannot get to **your insured vehicle** because of bad weather.
- e. the cost of essential spare parts or repair costs at a garage.

Under replacement vehicle

- a. the cost of any personal accident insurance.
- b. the cost of any fuel or oil used.

Please note

- **we** will try to provide a vehicle of similar size to the **insured vehicle** subject to availability. Unfortunately motorcycles, motor caravans, minibuses, tow bars, caravans and trailers cannot be provided.
- if **you** have a replacement vehicle, **you** must meet the requirements of the car hire company. For example, these could include **your** age, putting down cash or credit card deposits and having a clean relevant driving licence.

Please refer to sections general exclusions, conditions and making a claim that also apply.

Section 2

Emergency roadside repairs and getting your vehicle to a garage

What each insured vehicle is covered for

In the event of a **breakdown** occurring to the **insured vehicle** during **your journey** **we** will arrange assistance at the roadside and recovery to the nearest repairer (if required) up to the amount shown in the benefits schedule.

What each insured vehicle is not covered for

- a. any repairs to the **insured vehicle** that are not described in this section.
- b. any **insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.
- c. any **insured vehicle** which has a recurring electrical or mechanical fault.
- d. any help or payment if the **breakdown** service cannot get to **your insured vehicle** because of bad weather.
- e. the cost of essential spare parts or repair costs at a garage.

Please refer to sections general exclusions, conditions and making a claim that also apply.

Section 3

Getting you home or helping you continue your journey

What each insured vehicle is covered for

We will help arrange and pay for the following if during **your journey** **you** cannot use the **insured vehicle** for at least 8 hours because of theft or **breakdown** and it cannot be repaired or recovered within that time.

Replacement vehicle or additional transport costs

Up to the amount shown in the benefits schedule for the cost of hiring a replacement vehicle or the necessary additional transport costs to enable **you** to;

- continue to **your journey** destination and back again to collect the **insured vehicle** after the repair has been done, or
- return to **your home** in the **United Kingdom**.

V1 - 1/01/2020

Additional accommodation

For each **person insured** up to the amount shown in the benefits schedule for additional hotel or bed & breakfast accommodation where the costs are more than **you** would have had to pay if the **insured vehicle** did not have a **breakdown** or had not been stolen.

What each insured vehicle is not covered for

- a. any costs after the **insured vehicle** is available and can be driven.
- b. the cost of any personal accident insurance.
- c. the cost of any fuel or oil used.
- d. any hotel or bed and breakfast arrangements if **your** main accommodation is a tent.
- e. any sundry expenses resulting from an incident claimed for under this section. For example telephone or mobile phone calls, faxes, food and drink.
- f. any costs incurred (other than a replacement vehicle) if the **insured vehicle** has a **breakdown**, in the **United Kingdom**, on the outward **journey to continental Europe** and **you** want to continue with **your journey**.
- g. the cost of a replacement vehicle if **you** have already got one under section 1 - cover before **you** leave.

Please note

- **we** will try to provide a vehicle of similar size to the **insured vehicle** subject to availability. Unfortunately motorcycles, motor caravans, minibuses, tow bars, caravans and trailers cannot be provided.
- if **you** have a replacement vehicle, **you** must meet the requirements of the car hire company. For example, these could include **your** age, putting down cash or credit card deposits and having a clean relevant driving licence.

Please refer to sections general exclusions, conditions and making a claim that also apply.

Section 4

Spare parts delivered for essential repair

What each insured vehicle is covered for

We will help arrange and pay to send the spare parts, including keys that are lost or stolen, to a specialist repairer, if the **insured vehicle** has a **breakdown** in **continental Europe** and the parts that are needed to repair the **insured vehicle** are not available locally.

What each insured vehicle is not covered for

- a. any **journey** within the **United Kingdom**.
- b. the cost of repairs to the **insured vehicle**.
- c. the cost of the essential spare parts.
- d. the cost of sending spare parts if **we** have not arranged to take the **insured vehicle** to a specialist repairer.

Please refer to sections general exclusions, conditions and making a claim that also apply.

Section 5

Damage to the insured vehicle after theft or attempted theft

What each insured vehicle is covered for

We will help arrange and pay up to the amount shown in the benefits schedule for the following if there is damage to the **insured vehicle** caused by it being stolen or someone trying to steal it or **your** personal possessions, in **continental Europe**;

- a. temporary emergency repairs, or
- b. replacing parts if they are stolen or someone tried to steal them.

What each insured vehicle is not covered for

- a. any help or payment where there is no evidence of a forced entry into the **insured vehicle**.
- b. any help or payment where **you** do not get a police report within 24 hours of the event and send it to us.
- c. damage to paintwork or other accessories.

Please refer to sections general exclusions, conditions and making a claim that also apply.

Section 6

Getting the insured vehicle back

What each insured vehicle is covered for

We will help arrange and pay for the following if the **insured vehicle** has a **breakdown** or it is stolen.

Storage costs

The cost of any storage charges up to the amount shown in the benefits schedule for the **insured vehicle** before it is brought back to the **United Kingdom**.

Returning the insured vehicle

The cost of getting the **insured vehicle** to **your home** or a repairer in the **United Kingdom** up to the amount shown in the benefits schedule.

We will provide this cover if any of the following apply;

- local repairs cannot be done.
- local repairs can be done in less than 5 days, but not before the date **you** are due to return to the **United Kingdom**.
- **your** vehicle is stolen and not found until after the date **you** are due to return to the **United Kingdom**.

What each insured vehicle is not covered for

- a. costs which are more than the vehicle's market value in the **United Kingdom**.
- b. theft of **your** personal possessions left in or on the **insured vehicle** when it is being brought back to the **United Kingdom**.

Please refer to sections general exclusions, conditions and making a claim that also apply.

Section 7

Collecting the insured vehicle from continental Europe

What each insured vehicle is covered for

We will help arrange and pay for the following;

Vehicle collection

The necessary cost of travel for one person to travel to and from the **United Kingdom** to collect the **insured vehicle** up to the amount shown in the benefits schedule.

Vehicle storage

The cost of storing the **insured vehicle** for the necessary time before and after the repair has been done up to the amount shown in the benefits schedule.

We will provide this cover if either of the following apply;

- the repairs, following a **breakdown**, can be done within 5 days but not before **you** are due to return to the **United Kingdom**, or
- the **insured vehicle** was stolen and is only found after **your** return to the **United Kingdom** and can be driven legally and is mechanically safe.

What each insured vehicle is not covered for

- a. any **journey** within the **United Kingdom**.
- b. the cost of insurance to cover collecting the **insured vehicle**.
- c. **you** will still be covered under this motor **breakdown** insurance policy when the **insured vehicle** is collected before the end of **your journey** as shown on **your journey** confirmation.

Please refer to sections general exclusions, conditions and making a claim that also apply.

Section 8

If there is no qualified driver available for the insured vehicle

What each insured vehicle is covered for

We will help arrange and pay for the following.

Vehicle storage

Up to the amount shown in the benefits schedule in total for the cost of storing the **insured vehicle** before it is brought back to the **United Kingdom**.

Transporting home

The necessary extra costs of transporting the **insured vehicle** and **your** personal possessions to **your home**.

Additional accommodation

For each **person insured** up to the amount shown in the benefits schedule for extra hotel or bed & breakfast accommodation where the costs are more than **you** would have paid if there had been a qualified driver, but only until the **insured vehicle** can be transported.

We will provide this cover if either of the following apply;

- because of death, serious injury or serious illness there is no suitable person to drive the **insured vehicle**, or
- the only qualified driver has to return urgently to the **United Kingdom** because of the death, serious injury or serious illness of the driver's **relative** or close business associate living in the **United Kingdom**.

There must not be time for the qualified driver to return with the **insured vehicle**.

What each insured vehicle is not covered for

- a. any **journey** within the **United Kingdom**.
- b. costs if medical evidence of death, injury or illness was not given to **us** before the arrangements were made.
- c. any transport not arranged by **us** (normally **we** provide a qualified driver to drive the **insured vehicle** back to the **United Kingdom**).
- d. costs which are more than the vehicle's market value in the **United Kingdom**.
- e. any hotel or bed & breakfast arrangements if **your** main accommodation is a tent.

Please refer to sections general exclusions, conditions and making a claim that also apply.

Section 9

Customs duty cover

What each insured vehicle is covered for

We will help arrange and pay for the following.

Vehicle disposal

We will help deal with the customs requirements to dispose of the **insured vehicle** if it has a **breakdown** or it is stolen outside the **United Kingdom** during **your journey** and it is beyond economical repair.

Please refer to sections general exclusions, conditions and making a claim that also apply.

Section 10

Guarantee of Spanish bail deposits

What each insured vehicle is covered for

We will help arrange and pay up to the amount shown in the benefits schedule for a guarantee or deposit for bail which the Spanish Authorities may ask for to avoid the **insured vehicle** or driver being held because of an accident involving the **insured vehicle**. If **you** lose the guarantee or deposit in any **legal action** against **you**, **you** must repay the money to **us** immediately.

Please refer to sections general exclusions, conditions and making a claim that also apply.

Section 11

Legal expenses

You can call **our** 24-hour legal helpline 365 days a year for advice on any motor related legal problem to do with **your journey**, arising under the law of England, Wales, Scotland and Northern Ireland.

Within your home country: 020 8603 9804.

Outside your home country: +44 (0) 208 603 9804.

What each insured person is covered for

We will pay up to the amount shown in the benefits schedule for **legal costs** for **legal action** if an **insured event** occurs during **your journey**.

Special conditions to this section

- **you** must conduct **your** claim in the way requested by the **appointed adviser**.
- **you** must keep **us** and the **appointed adviser** fully aware of all facts and correspondence including any claim settlement offers made to **you**.
- **we** will not be bound by any promises or undertakings which **you** give to the **appointed adviser**, or which **you** give to any person about payment of fees or expenses, without **our** consent.
- **we** can withdraw cover after **we** have agreed to the claim, if **we** think a suitable settlement is unlikely or that the cost of the **legal action** could be more than the settlement.
- **you** must make every effort to assist **us** and **your appointed adviser** in recovering **our** outlay.

What each insured vehicle is not covered for

Any claim;

- a. not reported to **us** within 90 days after the event giving rise to the claim.
- b. for uninsured loss recovery where **we** think a suitable settlement is unlikely or where the cost of the **legal action** could be more than the settlement.
- c. where another insurer or service provider has refused **your** claim or where there is a shortfall in the cover they provide.
- d. where **you** have been charged with solvent abuse, alcohol or drugs related offences or dangerous driving.
- e. arising from parking or fixed penalty offences committed, or alleged to have been committed, by **you**.
- f. for an **insured event** occurring while the **insured vehicle** is being;
 - i. used for any purpose not permitted by the effective certificate of motor insurance.
 - ii. driven by any person not described in the effective certificate of motor insurance as a person entitled to drive or any person not insured by this policy.
 - iii. driven by a **person insured** who does not have a valid driving licence to drive the **insured vehicle** or who has been disqualified from holding or obtaining such a licence.
- g. against **us**, the **insurer**, another **person insured** or **our** agent.
- h. for an application by **you**;
 - i. to the European Court of Justice, European Court of Human Rights or similar international body, or
 - ii. to enforce a judgment or legally binding decision.
- i. for **legal action** that **we** have not agreed to.
- j. incurred before **we** agreed to support the **legal action**.
- k. if **you** refuse suitable settlement of **your** claim.
- l. if **you** withdraw from a claim without **our** agreement. If this occurs **legal costs** that **we** have paid must be repaid to **us** and all **legal costs** will become **your** responsibility.
- m. that cannot be recovered by **us**, **you**, or **your appointed adviser** when **you** receive any compensation. Any repayment will not be more than half of the compensation **you** receive.
- n. awarded as a personal penalty against **you** or the **appointed adviser** (for example not complying with court rules and protocols).
- o. for **legal action** in more than one country for the same **insured event**.
- p. for **legal action** if **your** affairs are in the hands of any insolvency practitioner.

Please note

- if **you** have a replacement vehicle from **us** while the **insured vehicle** is unavailable as a result of a **breakdown** covered by this policy it will, for the purposes of this section only, be treated as the **insured vehicle**.
- **we** will nominate an **appointed adviser** to act for **you**. If **you** and **we** cannot agree on an **appointed adviser**, the matter can be referred to an alternative resolution facility.
- where there is a dispute between **you** and **us** regarding the administration of this section the matter may be referred to an alternative resolution facility such as mediation.

Please refer to sections general exclusions, conditions and making a claim that also apply.

General exclusions

1. **we** will not cover **you** for any loss, injury, damage, illness, death or legal liability caused by the following;
 - a. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'etat, terrorism, weapons of mass destruction.
 - b. **your** property being held, taken, destroyed or damaged under the order of any government or customs officials (except where cover is given under section 10 - guarantee of Spanish bail deposits).
 - c. **you** not answering accurately any question(s) **we** have asked **you** at the time of buying this policy, where **your** answer(s) may have affected **our** decision to provide **you** with this policy.
 - d. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
 - e. any currency exchange rate changes.
 - f. the failure or fear of failure or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.
 - g. any epidemic or pandemic.
2. any loss caused as a direct or indirect result of anything **you** are claiming for (unless it says differently in the policy).
3. **we** will not provide cover for any goods, services, advice or arrangements supplied, given or made by **us**, any **insurer** providing cover which forms part of this policy, or any agent acting for them. This does not affect **your** legal rights.
4. **we** will not pay for the following;
 - a. anything caused by the **insured vehicle** being used for;
 - i. carrying goods or materials, or
 - ii. hire or reward, or
 - iii. motor racing, rallies, speed or other tests.
 - b. anything caused by **you**;
 - i. causing damage or injury on purpose, or
 - ii. breaking the law, or
 - iii. deliberately putting yourself at risk (unless **you** were trying to save another person's life), or
 - iv. being under the influence of alcohol or drugs (other than those prescribed by a registered doctor but not when prescribed for the treatment of drug addiction), or
 - v. not following the laws of the country or its local authorities.

General conditions

We will act in good faith in all our dealings with you. We will only pay your claim if you meet the following conditions.

1. you are a resident of the **United Kingdom**.
2. you take reasonable care to protect your **insured vehicle** against **breakdown** or theft and yourself and your property against accident, injury, loss and damage.
3. you have a valid policy number.
4. you write to us as soon as possible with full details of anything which may result in a claim.
5. you send us every writ, summons or other communication to do with a claim as soon as you get it.
6. you give us all the information and documents we need (including details of your household or motor insurance and other information asked for under the 'making a claim' section). You must do this at your own expense.
7. you do not admit liability or offer to pay any claim unless you have our written permission.
8. you accept that we will not extend the **period of insurance**:
 - for single trip cover if the original policy plus any extensions have either ended, been in force for longer than 90 days or you know you will be making a claim.
 - for annual multi-trip cover beyond the expiry of your policy.
9. you accept that no alterations to the terms and conditions of the policy apply unless we confirm them in writing to you.
10. you must contact our motoring **breakdown** service when the **insured vehicle** has a **breakdown** or it is stolen. We will not provide cover if we have not authorised it.
11. you must get our authorisation for service costs at the time the **insured vehicle** has a **breakdown** or it is stolen. This must be organised by us and carried out according to our instructions.
12. you must keep the **insured vehicle** in a safe and roadworthy condition.
13. you must do everything necessary to get the repairs to the **insured vehicle** carried out quickly.
14. you must not abandon the **insured vehicle** or any parts to be dealt with by us.
15. you must tell the police, as soon as reasonably possible but within 24 hours, of loss or damage caused by theft (you also have to tell the police if you are involved in a road accident.)
16. you must tell us immediately of any extra or replacement car you want to have insured. If you do not tell us and an incident happens with the car concerned, this will make the policy invalid.

We have the right to do the following;

1. Cancel the policy and make no payment if you make a fraudulent claim.
2. Cancel the policy and make no payment if the appropriate premium is not paid.
3. Take over and deal with, in your name, any claim you make under this policy.
4. Take **legal action** in your name (but at our expense) to recover any payment we have made under this policy.
5. Cancel the cover given on this policy for a **journey** without refunding your premium if you cancel or cut short that **journey**.
6. Only refund or transfer your premium, if you decide that the policy does not meet your needs and you have contacted us within 14 days from the date you receive your certificate of insurance. We are entitled to recover all costs that you have used if you have travelled, made a claim or intend to make a claim.
7. Pay any claim on this policy under the law of the country you usually live in within the **United Kingdom**.
8. Not to provide help if the **insured vehicle** has an electrical or mechanical fault which keeps happening or has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.
9. Decide on the best way of dealing with your call for help. We will take account of your own wishes whenever possible as well as the conditions and rules in force in the country where you need help.
10. Not pay for any event which is covered by another insurance policy or any motoring organisation's service.

Complaints procedure

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the complaints procedure below.

Complaints regarding:

A. The sale of your policy, please contact your issuing agent, or;

DFDS

**International Passenger Terminal,
North Shields, NE29 6EE.
Tel: 0191 296 0101
Website: www.dfds.co.uk**

Complaints regarding:

B. Your breakdown assistance or claim, please contact:

**Customer Service,
Allianz Assistance,
102 George Street,
Croydon, CR9 6HD
Telephone: 020 8603 9853**

Email: customersupport@allianz-assistance.co.uk

In all correspondence please quote **DFDS European Breakdown Cover 2019/20**.

If you are still not satisfied, you have the right to ask the Financial Ombudsman Service to review your case. This will not affect your right to take action against us. The address is:

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

**Tel: 0800 023 4567 - UK landline
Tel: 0300 123 9 123 - UK mobile**

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

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted. Please always quote your insurance reference and claim number and enclose copies of relevant documentation. This procedure is intended to provide you with prompt and practical assistance in dealing with any complaints but does not affect your legal rights.

Your statutory rights are not affected if you do not follow the complaints procedure above. For further information about your statutory rights contact your local authority, Trading Standards Service or Citizens Advice Bureau.

Cancellation rights

If your cover does not meet your requirements, please notify your issuing agent within 14 days of receiving your certificate of insurance and return all your documents to them for a refund of your premium.

If during this 14 day period you have travelled, made a claim or intend to make a claim then we can recover all costs that you have used for those services. Please note that your cancellation rights are no longer valid after this initial 14 day period.

Data protection notice

We and DFDS Seaways Limited care about your personal data.

This summary below and our full privacy notice explain how we protect your privacy and uses your personal data. Our full Privacy Notice is available at www.allianz-assistance.co.uk/privacy-policy /

If a printed version is required, please write to Legal and Compliance Department, Allianz Assistance, 102 George Street, Croydon CR9 6HD.

For DFDS Seaways Limited's full privacy notice, please www.dfdsseaways.co.uk/privacy-policy

• How will we obtain and use your personal data?

We will collect your personal data from a variety of sources including:

- Data that you provide to us; and
- Data that may be provided about you from certain third parties, such as your insurance broker or authorised repairers in the event of a **breakdown**.

We will collect and process your personal data in order to comply with our contractual obligations and/or for the purposes of our legitimate interests including:

- Entering into or administering contracts with you;
- Informing you of products and services which may be of interest to you.

• Who will have access to your personal data?

We may share your personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
 - With other service providers who perform business operations on our behalf;
 - Organisations who we deal with which provide part of the service to you such as vehicle recovery operators;
 - To meet our legal obligations including providing information to the relevant ombudsman if you make a complaint about the product or service that we have provided to you.
- We will not share information about you with third parties for marketing purposes unless you have specifically given us your consent to do so.

• How long do we keep your personal data?

We will retain your personal data for a maximum of seven years from the date the insurance relationship between us ends. If we are able to do so, we will delete or anonymise certain areas of your personal data as soon as that information is no longer required for the purposes for which it was obtained.

• Where will your personal data be processed?

Your personal data may be processed both inside and outside the European Economic Area (EEA). Whenever we transfer your personal data outside the EEA to other Allianz Group companies, we will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, we take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

• What are your rights in respect of your personal data?

You have certain rights in respect of your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that we restrict any processing concerning you, or withdraw your consent where you previously provided this;
- Request that we stop processing it, including for direct marketing purposes;
- Request that we update it or delete it from our records;
- Request that we provide it to you or a new insurer; and
- File a complaint.

• Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

• How can you contact us?

If you would like a copy of the information that we hold about you or if you have any queries about how we use your personal data, you can contact us as follows:

For Allianz Assistance

- **By post:** Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD
- **By telephone:** 020 8603 9853
- **By email:** AzPUKDP@allianz.com

For DFDS Seaways Limited

- **By post:** Data Protection Officer, DFDS A/S, Sundkrogsgade 11, DK-2100, Copenhagen
- **By telephone:** + 45 3342 3342 or local DFDS office
- **By email:** privacy@dfds.com

This policy is available in large print, audio and Braille. Please contact us on 01483 562662 and we will be pleased to organise an alternative version for you.