



UK and European Breakdown Cover

Introduction

Welcome to UK and European breakdown cover

This policy is administered on behalf of Co-op Insurance by Markerstudy Limited.

Keep this booklet somewhere safe, because it contains useful telephone numbers and important information about what you're covered for.

You'll also find full details about what to do in the event of an accident or breakdown – just follow the simple procedures and leave everything else to us.

Obviously, we hope you won't have the misfortune to need us but, if you do, rest assured we'll do everything we can to get you back on the road as quickly as possible.

Useful contact numbers

**For breakdown assistance call our
breakdown cover emergency helpline**

**0800 092 9069
or 0044 1737 815016 (from outside UK)**

Lines open 24 hours a day, 7 days a week

Text messaging is available if you are deaf, hard of hearing or have speech difficulties.

Please text the word 'breakdown' to:
+44 (0) 7624 808 266

UK and European breakdown cover

The following is only a summary of the cover available with UK and European breakdown cover. For full details of terms, exclusions and conditions that apply refer to the relevant sections below.

- Europe-wide rescue and recovery service.
- Up to one hour's labour to repair the **insured vehicle** at the scene (in the UK only)
- Recovery of your vehicle to a suitable repairer or to **your home**.
- If the vehicle can't be fixed on the same day we'll transport the driver and up to eight passengers to the home or intended destination, or we'll provide one

night's bed and breakfast accommodation if needed or a replacement hire vehicle for up to 24 hours.

- Assistance to **your home** or destination if the driver is injured or unable to drive
- If the vehicle is **immobilised** in Europe and cannot be repaired in time for your return home, we'll bring the driver, vehicle and up to eight passengers back to the UK, subject to the terms and conditions.
- In the event that the vehicle is **immobilised** at or within one mile of **your home** we arrange a suitable repairer to come to you, for up to one hour in order to try and make the vehicle mobile.

Definition of terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in bold type in this booklet.

Immobilised

Means unable to be driven or made unroadworthy as a result of breakdown, causing breakage or failure of any part essential to the **insured vehicle's** mobility.

Injury

Means bodily **injury** and includes illness, disease and death.

Insured vehicle

Means the motor vehicle (and/or its accessories) specified in your current Policy Details or Certificate and includes any attached trailer or caravan trailer.

Your Home

Means your address as noted in our records

Section A Local and Nationwide cover

The cover in this section will only apply if it is shown in your welcome email and where the Insured Vehicle is Immobilised more than 1 mile from Your Home, or at the roadside in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

What IS insured

- i) We will arrange and pay for a vehicle rescue operator to attend the scene of the incident for up to one hour (where safe and legal to do so) to try to restore the **insured vehicle's** mobility.
- ii) If the **insured vehicle** cannot be made roadworthy at the scene of the incident, we will arrange and pay for it to be taken, together with the driver and up to eight passengers, to a suitable garage, normally within 15 miles, to be repaired at your cost.
- iii) If the **insured vehicle** cannot be repaired the same day at a suitable garage we will arrange and pay for:
 - a) the Insured Vehicle, together with the driver and up to eight passengers, to be taken to **your home** or the intended destination. We will then arrange for the vehicle to be taken to a suitable repairer for it to be repaired at your cost, as long as this can be done in one trip, or
 - b) one night's hotel accommodation (bed and breakfast only) for the driver and up to eight passengers. We will not pay more than £80 per person for hotel accommodation up to a maximum of £500, or
 - c) a hire vehicle of up to 1100cc for a period not exceeding 24 hours. You will be responsible for the return of the hire vehicle and the collection of the **insured vehicle** after repair. You must comply with the conditions of the hire car providers, which will include presenting your credit or debit card before the hire vehicle is released to you.

Note: We will choose the most appropriate option.

Incapacitated driver

If, during a journey, the driver in the party suffers accidental bodily **injury** or illness they have gained during the journey and as a result is unable to drive and there is no one else able or qualified to drive, we will recover the **insured vehicle**, the driver and up to eight passengers to complete the journey or return you to **your home**, or to the place you were originally travelling from. You will need to provide a medical certificate for the driver before we provide assistance.

What IS NOT insured

- a) The cost of fuel or any spare parts required to restore the mobility of the **insured vehicle**.
- b) Damage or costs incurred as a direct result of gaining access to the **insured vehicle** following your request for assistance.
- c) The costs incurred in obtaining a spare wheel or for road-side repair where you are unable to provide a serviceable spare wheel. 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.
- d) Recovery or assistance if the **insured vehicle** is partly or completely buried in snow, mud, sand or water.
- e) Recovery or assistance where the **insured vehicle** is **immobilised** at or within 1 mile from **your home**
- f) a replacement motorcycle should your motorcycle breakdown
- g) Travel outside the UK
- h) 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.
- i) Anything mentioned in the Important conditions and exclusions

Section B Homestart

The cover in this section applies as well as the cover shown in section A. It will only apply if it is shown in your welcome email and where the Insured Vehicle is Immobilised at or within 1 mile from Your Home

What IS insured

If the **insured vehicle** is **immobilised** anywhere at or within one mile from **your home**:

- i) We will arrange and pay for a vehicle rescue operator to attend the scene of the incident for up to one hour to try to restore the **insured vehicle**'s mobility.
- ii) If the **insured vehicle** cannot be made roadworthy at the scene of the incident, we will arrange for the **insured vehicle**, the driver and up to eight passengers to be taken to a suitable garage for it to be repaired, at your cost

What IS NOT insured

- i) Anything mentioned in the important conditions and exclusions

Section C European breakdown assistance and recovery

The cover in this section applies as well as the cover shown in sections A & B. It will only apply if it is shown in your welcome email. European cover provides the assistance set out under UK breakdown assistance, Local and Nationwide recovery and Homestart plus assistance whilst the insured vehicle is temporarily in any country listed under the Geographical Limits.

What IS insured

A. Continental roadside assistance and recovery

If the **insured vehicle** is **immobilised** we will arrange and pay for:

- i) a vehicle rescue operator to attend the scene of the incident. We will arrange and pay for the **insured vehicle**, together with the driver and up to eight passengers, to be taken to a suitable garage for it to be repaired at your cost.
- ii) repairs necessary to secure the **insured vehicle** following theft or attempted theft of the vehicle or its contents. We will not pay more than £100 per journey for the cost of labour to make your vehicle secure.
- iii) the location and dispatch of any parts necessary to repair the **insured vehicle**.

B. Completion of journey

- i) If the **insured vehicle** is **immobilised** for more than eight hours and cannot be repaired locally, we will arrange and pay for the most appropriate solution from the following:
 - a) the transportation of the driver and up to eight passengers and their personal effects to the intended destination, in one complete journey where possible, and upon the repair of the vehicle the driver to the repairer's premises to collect the repaired vehicle, or
 - b) reasonable hotel accommodation (bed and breakfast only) for the driver and up to eight passengers for the period necessary for

completion of repairs to the **insured vehicle**, provided your planned accommodation has been prepaid and the costs cannot be recovered. We will not pay more than £80 per person per day for accommodation expenses, subject to a maximum of £500 per day, up to a total of six days, or

Where we have agreed that the appropriate means of transportation is a hire vehicle for the period necessary for completion of repairs to the **insured vehicle** we will not pay more than £80 per day, up to a total amount of £800.

Note: We cannot guarantee that a replacement hire vehicle will always be available and we are not responsible if one is not available. We will do our best to arrange a vehicle of equivalent size but no guarantee can be given that there will be tow bars, bike racks, roof boxes or other accessories included.

Replacement hire vehicles are provided subject to you meeting the conditions of the hirer – this will include submitting details of credit or debit card details. In most parts of Europe, hire cars are not permitted to cross national frontiers or be brought back into the UK.

- ii) delivery of the **insured vehicle**, if you are unable to collect it, to the intended destination after repair.
- iii) a replacement hire vehicle in the United Kingdom pending the return of the **insured vehicle** to the United Kingdom if, following a breakdown or accident, the **insured vehicle** is repatriated more than 24 hours after the date of your return to **your home**. We will not pay more than a total of £150.
- iv) 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 **insured vehicle** we will recover the **insured vehicle**, driver and up to eight passengers to either finish the journey or return you to the place you were originally travelling from. You will need to provide a medical certificate for the driver before we provide assistance.

Section C European breakdown assistance and recovery (continued)

C. Repatriation of the Insured Vehicle

1. If, whilst it is outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, the **insured vehicle** is **immobilised** and cannot be repaired locally before your intended return to **your home**, or stolen, and not recovered, until after you return to **your home** we will arrange and pay for

- a) the return of the **insured vehicle** to **your home** or to a garage of your choice in the United Kingdom, or
- b) single ticket by rail and/or sea, or by air if travel by train and/or boat exceeds 12 hours, for you or your nominated driver to travel from the United Kingdom to collect the **insured vehicle** once it has been repaired.

Note: We will choose the most appropriate option.

If applicable, we will also cover storage of the **insured vehicle** pending its repair, repatriation or scrapping.

We will not pay more than £100 for storage.

Where the estimated repatriation cost exceeds the United Kingdom market value of the **insured vehicle** we will not pay more than the cost of scrapping the **insured vehicle** and any customs duty imposed.

2. If, at the time of your intended return to **your home**, the **insured vehicle**
- i) is still **immobilised**, or
 - ii) has not been recovered after having been stolen, we will pay for the return of the driver and up to eight passengers to **your home**.

What IS NOT insured

- a) Any amount where spare parts can be obtained locally or any amount if spare parts are unavailable because:
 - i) they are no longer manufactured;
 - ii) they cannot be obtained from a wholesaler or agent, or;
 - iii) they cannot be exported to the country where the **insured vehicle** is located.
- b) Any amount for making the **insured vehicle** secure once you have returned to the UK
- c) Sending you and the **insured vehicle** home if the **insured vehicle** can be repaired but you do not have enough money to cover the repair
- d) The costs of repatriating the **insured vehicle** to the UK, if repairs can be done locally and you are not willing to allow this to happen
- e) The cost of fuel or lubricants you use in the hire vehicle.
- f) Any insurance you have to pay to the hire-car company
- g) Travel outside the countries covered
- h) The provision of hire motorcycles
- i) Anything mentioned in the Important conditions and exclusions

Important conditions and exclusions

1. If we arrange for temporary roadside repairs to be carried out following damage to the **insured vehicle**, or provide recovery to the destination, we shall not be liable to provide further assistance in respect of the same incident or insured event.
2. We cannot accept responsibility for the cost or the quality of repairs when the **insured vehicle** is repaired in any garage to which the **insured vehicle** is taken.
3. No recovery or assistance will be provided unless you contact the breakdown cover emergency contact number shown on page 2. You should not contact any agent or repairer direct.
4. You must attend the **insured vehicle** at the time we have informed you that assistance may be expected.
5. We will not arrange for assistance where the **insured vehicle** is considered to be dangerous or illegal to repair or transport.
6. We will not be liable for more than two claims arising from a common identified fault made under this Section during any period of insurance.
7. If we agree to provide assistance in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and our nominated agent is unable to attend the **insured vehicle** within one hour of your call to us, we will pay £20 as compensation, provided that
 - i) the delay was not caused by circumstances beyond our control and
 - ii) you call us on 0800 092 9069 for validation and submit a written claim to us for the compensation.
8. Onward transportation of pets or livestock shall be at the vehicle rescue operator's discretion and solely at your risk. You will need to pay any additional costs associated with bringing pets back to the UK from Europe.
9. On many European motorways or Autoroutes, particularly in France, if you break down the emergency telephones will be answered by the police. They will arrange for a recovery vehicle to tow the **insured vehicle** off the motorway either to a local garage or perhaps to a motorway service station, without reference to us. You may be required to pay for this assistance on the spot, in which case obtain a receipt and we will reimburse you. Alternatively, once the **insured vehicle** has been towed to a place of safety call the European Breakdown Assistance number on page 2 and the recovery agent may accept our guarantee of payment. At this stage we will also arrange any other assistance you may require. Only by calling the European Breakdown Assistance numbers will you be able to claim for the services provided.
10. In the event that the **insured vehicle** is immobilised due to incorrect fuel being used the only service provided will be recovery to the nearest garage. You will need to pay any other costs incurred, including the repair and any onward recovery that may be necessary.
11. If you choose to make your own recovery arrangements, you cannot subsequently claim any of the benefits provided. If we have agreed to provide assistance and you later decide it is no longer required, you must call to tell us of your decision.
12. Should you be unwilling to accept our decision or that of our agents on the most suitable form of assistance to be provided, we will pay not more than £100 for any one breakdown towards your preferred form of assistance.
13. We will not be liable for the following costs;
 - a) getting a spare wheel or tyre for a roadside repair if the **insured vehicle** does not have one. We will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if you are not able to provide a key to do this.

Important conditions and exclusions (continued)

- b) The cost of fuel or any spare parts needed to get the **insured vehicle** working again, or any costs that arise from not being able to get replacement parts.
 - c) Damage or costs that arise from our vehicle rescue operator trying to get into the **insured vehicle** after you have asked for help.
 - d) Any toll or ferry fees incurred by the driver or the driver of the recovery vehicle whilst transporting the **insured vehicle** in the UK.
 - e) 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).
 - f) The cost of phone calls are not covered.
 - g) Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the **insured vehicle** at the time it becomes **immobilised**.
 - h) You will have to pay, for any parts or other products used to repair the **insured vehicle** and you are responsible for the quality of the workmanship carried out.
14. We do not cover faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a journey which affects your safety.
15. We will not recover the **insured 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 **insured vehicle** than it was designed to carry, or you are driving on unsuitable ground.
16. We are not liable for damage to or loss caused to the driver or passengers of the **insured vehicle** and/or loss or damage to personal possessions you leave in the **insured vehicle**
17. Any loss or damage caused to the **insured vehicle** or any loss or cost arising from or contributed to by: ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it. Riots, strike actions, border control restrictions, war, revolution or any similar event, where advice against travel is shown by the Foreign and Commonwealth office is not covered.

Our promise

We make every effort to provide you with the highest standards of service. If on any occasion our service falls below the standard you should expect us to meet, the following procedure explains what you should do.

Complaints Procedure

If you are not satisfied with any aspect of this policy or our service, you should in the first instance direct your complaint to;

Customer Relations Manager

AXA Assistance

106-118 Station Road

Redhill

Surrey

RH1 1PR

UK.

Telephone 01737 815215

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

If your complaint is not resolved you may be able to refer your complaint to the Financial Ombudsman Service,

Exchange Tower

Harbour Exchange Square

London

E14 9SR

or phone 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

Important conditions and exclusions (continued)

Details on how to take your complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform <https://ec.europa.eu/consumers/odr>, which has been set up by the EU Commission.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance SA is 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

Cancellation Rights

If you find that the cover provided under this policy does not meet your needs, please contact us on 03457 464646 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.

Please note that the 14 day cancellation period does not apply where you have started a trip prior to exercising your rights to cancel.

If you cancel your policy outside this 14 day period, as long as you have not made any claims, you will receive a refund of your premium proportionate for the amount of time left to run on the policy, less an administrative charge of £25.

We may cancel this policy by giving you at least 14 days written notice at your last known address for the following reasons:

- If you fail to make payment of premiums;
- If you refuse to allow us reasonable access to the **insured vehicle** in order to provide the services you have requested under this policy or if you fail to co-operate with our vehicle rescue operator or other agent;
- If you otherwise fail to comply with the terms and conditions of this policy and/or;
- If the cost of providing this policy becomes prohibitive to us, we may cancel this policy without giving you prior notice if, by law, we are prevented or otherwise impeded from providing it.

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

- You make or try to make a fraudulent claim under your policy;
- You are abusive or threatening towards our staff and/or vehicle rescue operators;
- You repeatedly or seriously break the terms of this policy.

If your policy is cancelled, any valid claim that you have lodged prior to cancellation will be completed. We reserve the right to review and adjust the premium not less than 12 months after inception to reflect:

- a) changes in the provision of the cost of the service;
- b) adverse conditions beyond our control which impact the number and frequency of claims under this motor breakdown policy;
- c) changes in Law or Regulation increasing the cost of compliance or ability to deliver the service;
- d) increases in inflation.

We will give 30 business days' notice of any premium change.

Relevant Law

Your policy is subject to English law, and you and we agree to submit to the non-exclusive jurisdiction of the English courts.

Your policy represents the entire agreement between you and us.

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).

Important conditions and exclusions (continued)

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

These activities may include:

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

We will 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

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.

This policy is provided on behalf of Co-op Insurance Services. Co-op Insurance Services is a trading name of Co-op Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority under register number 779364.

This Co-op insurance policy is administered by Markerstudy Limited. Markerstudy Limited is an Appointed Representative of Insurance Factory Limited. Insurance Factory is authorised and regulated by the Financial Conduct Authority under register number 306146.

This policy is underwritten by Inter Partner Assistance (IPA) SA UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request.

Inter Partner Assistance SA Financial Conduct Authority Register number is 202664.

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

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