# Voyager European Breakdown Cover

ref: VOY/VEB

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

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Benefits Schedule	Limits (£)
Cover before <b>you</b> leave     breakdown assistance     replacement <b>vehicle</b> (per day)	Unlimited (as UK cover) 1,000 (70)
Emergency roadside assistance     roadside repairs     recovery	60 minutes Unlimited
Getting you home or helping you continue your journey alternative transport abroad (per day) emergency overnight accommodation abroad (per day)	1,000 (70) 450 (45 per person, 125 per party)
4. Spare parts delivered for essential repairs	Unlimited
5. Damage to the <b>vehicle</b> after theft or attempted theft	100
Getting the insured vehicle back     vehicle storage     returning the insured vehicle     contribution to UK car hire while own vehicle is being returned	Unlimited whilst awaiting return Unlimited 150
7. Collecting the insured <b>vehicle</b> from continental Europe <b>vehicle</b> collection <b>vehicle</b> storage	200 Unlimited while awaiting collection
8. If there is no qualified driver available for the insured vehicle transporting home vehicle storage additional accommodation (per day)	Unlimited Unlimited while awaiting return 450 (45 per person, 125 per party)
9. Key cover	Included
10. Messaging service	Included



Single Trip Policy Features		
Maximum vehicle age at date of travel	Aged 15 years or under since first registration	
Maximum period per trip	90 days	
Annual Multi-Trip Features		
Maximum vehicle age at date of inception	Aged 10 years or under since first registration	
Maximum period per		

## Statement of Demands and needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a **breakdown**. As with any insurance, it does not cover all situations and **you** should read the terms and conditions of this policy in connection with **your policy schedule** to ensure that **you** have chosen a level of cover that meets **your** specific needs.

The Definitions detailed on page 2 and the General Notes detailed on page 4 will help with the understanding of this document.

Thank **you** for buying **your** European Motor **Breakdown** insurance from Voyager Insurance Services Limited. **Voyager European Breakdown Cover** is provided by Call Assist. Call Assist is the largest truly independent Motor **breakdown** provider in the **UK**, **you** can therefore be assured **you** are in safe hands should **your vehicle** suffer a **breakdown**. **We** provide a 24-hour, 365-day a year service through **our** network of recovery operators throughout the **UK** and **Europe**.

#### What to do if you Breakdown

If **your vehicle** breaks down in the **UK** please call **our** 24-hour Control Centre on:

#### 01206 812 851

For assistance in **Europe (area 1, 2 or 3)**, call **us** on: +44 (0) 1206 812 851

Please have the following information ready to provide to **our rescue co-ordinator**:

- Your return telephone number
- Your policy number and vehicle registration
- The precise location of your vehicle (or as accurate as you are able in the circumstances).

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, policy number, **vehicle** registration and policy postcode to 07537 404890.

Once we have taken your details and made all the arrangements we will contact you to advise which recovery operator will be attending and how long they are expected to take. Where possible, please ensure your mobile phone is available to accept calls at all times in case we need to contact you. You will need to be with your vehicle when the recovery operator arrives. If you would prefer not to wait with the vehicle or it is unsafe to do so, please inform our rescue co-ordinator who will arrange a call on approach so you have sufficient time to return to the vehicle.

It is **your** responsibility to guard **your** safety and abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

In the event of a **breakdown** on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the Emergency Services of **our** telephone number, they will then contact **us** to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that **you** have contacted **us** and provide them with **our** telephone number to call **us** on **your** behalf.

#### Service Provider and Insurer

This service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority.

The policy is underwritten by Ageas Insurance Limited, Registered Office Address, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, Registered in England and Wales no 354568.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.

# 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.

#### **Territorial Limits**

You are covered for the area of travel as stated on your policy schedule: Europe

**Area 1:** Belgium, France, Luxembourg, Netherlands, United Kingdom (when travelling to and from the International departure point) and the Republic of Ireland

**Area 2: (Including Europe area 1)** Andorra, Austria, Canaries, Denmark, Finland, Germany, Gibraltar, Greece, Iceland, Italy, Liechtenstein, Madeira, Monaco, Norway, Portugal, San Marino, Spain, Sweden, Switzerland and Voticen City.

Area 3: (Including Europe area 1 & 2) Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, Slovenia.

#### **Definitions**

Certain words in this policy have a special meaning and these words are defined below. To help make this policy easy to understand, wherever they appear in the policy **we** have highlighted them in bold.

#### Accident

A collision immediately rendering the vehicle immobile or unsafe to drive.

#### **Breakdown**

An electrical or mechanical failure, flat battery, **accident**, fire, theft, attempted theft, loss of keys, locking **your** keys within **your vehicle**, lack of fuel, misfuel or puncture to the **vehicle**, which immediately renders the **vehicle** immobilised.

#### Callout

The deployment of a recovery operator to your vehicle.

#### Caravan and/or trailer

Any towed **caravan/trailer** of a proprietary make where the total length does not exceed 7 metres/23 feet (not including the length of the A-frame and hitch) and is attached to the **vehicle** with a standard 50mm tow ball coupling hitch is entitled to the same service as **your vehicle** if **your caravan/trailer** suffers a **breakdown**.

#### Home Address

The last known address within the **UK** recorded on **our** system where **your vehicle** is ordinarily kept.

#### **Passengers**

All non-fare paying persons travelling with the **vehicle** at the time of the **breakdown**, up to the legal carrying capacity of the **vehicle**.

#### **Period of Insurance**

The duration of this policy as indicated on **your policy schedule** for a period not exceeding twelve months.

#### **Policy Schedule**

The document provided by the organisation **you** purchased this policy from detailing the **period of insurance**, eligible **vehicle(s)**, and type of cover.

#### **Recovery Operator**

The independent technician we appoint to attend the breakdown.

#### **Rescue Co-ordinator**

The telephone operator employed by us.

# **Specialist Equipment**

Non-standard apparatus or recovery vehicles which in the opinion of the **recovery operator** are required to safely recover the **vehicle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

#### **Suitable Garage**

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

#### **Territorial Limits**

As stated on your policy schedule:

#### **Europe**

### Area 1

Belgium, France, Luxembourg, Netherlands, United Kingdom (when travelling to and from the International departure point) and the Republic of Ireland.

#### Area 2

(Including area 1) Andorra, Austria, Canaries, Denmark, Finland, Germany, Gibraltar, Greece, Iceland, Italy, Liechtenstein, Madeira, Monaco, Norway, Portugal, San Marino, Spain, Sweden, Switzerland and Vatican City.

#### Area 3

(Including area 1 & 2) Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, Slovenia.

#### Trip

A journey to **Europe (area 1, 2 or 3)** which commences from the date of **your** departure from **your home address** in the **UK** and ceases upon **your** return to **your home address** in the **UK**.

#### Us, We, Our

Call Assist Ltd.

#### UK

Great Britain, Northern Ireland, the Isle of Man, Jersey and Guernsey.

#### **Vehicle**

The **vehicle(s)** specified on **your policy schedule** as being eligible for this cover. 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.
- a Caravan and/or trailer
- for a Single trip policy, aged 15 years or under since first registration.
   For an Annual multi-trip policy, aged 10 years or under since first registration.
- not more than 3,500kg in weight (including any load), 7 metres in length (3 metres high and 2.3 metres wide).
- · not carrying more than the legal carrying capacity of the vehicle
- kept in a safe and roadworthy condition and serviced in accordance with the manufacturer's specifications.

#### You, Your

The person named as the policyholder in the **policy schedule** or the driver of the **vehicle** as applicable.

# Section 1 Cover before you leave

#### Breakdown assistance

You are covered for a recovery operator to attend the breakdown and, where appropriate, spend up to 60 minutes to try and repair the vehicle in the event of a breakdown in your home country within the UK, which occurs no more than 7 days prior to a pre-booked trip to Europe (area 1, 2 or 3), or on your way to the ferry crossing/port.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** able to undertake the repair.

#### Replacement vehicle

You are covered for up to £1,000 towards either:

- the rental of a hire vehicle up to £70 per day which we deem is appropriate for your requirements for the purpose of carrying out your original trip within Europe (area 1, 2 or 3) or;
- the cost of rebooking your original sea or motorail crossing to the nearest available date once your vehicle has been repaired;

in the event of a **breakdown** within the **UK**, which occurs no more than 7 days prior to a pre-booked **trip** to **Europe** (area 1, 2 or 3), or on **your** way to the ferry crossing/port then, providing **your vehicle** cannot be repaired by **your** intended departure date and **we** are immediately notified of the **breakdown** or in the event **your vehicle** is stolen within the 7 days before **your** journey begins and is not recovered or replaced prior to **your** journey.

You are not covered for any breakdown occurring in the event the imminent or actual breakdown of your vehicle is discovered during an MOT or service carried out within 10 days prior to your intended departure.

#### **Conditions applicable to Section 1**

Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**.

We will only reimburse claims when we are in receipt of:

- valid proof of payment for the hire vehicle and/or;
- rebooked sea/motorail crossing tickets, together with copies of your original sea/motorail crossing tickets and;
- evidence from a suitable garage detailing the repairs made to your vehicle

#### 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.

# Section 2 Emergency roadside assistance

#### **Roadside repairs**

You are covered, in the event of a breakdown which occurs during the period of insurance, for a recovery operator to attend the breakdown and, where appropriate, spend up to 60 minutes to try and repair the vehicle.

## Recovery

You are covered for the costs incurred in recovering your vehicle and passengers to the nearest suitable garage able to undertake the repair if, in the opinion of the recovery operator, they are unable to repair the vehicle within 60 minutes at the roadside.

# Section 3 Getting you home or helping you continue your journey

You are covered for one of the following:

#### Alternative transport abroad

In the event of a **breakdown** within **Europe** (area 1, 2 or 3), we will pay up to £70 per day to a maximum of £1,000 per incident towards the reasonable cost of alternative transport or a hire **vehicle** to allow **you** to continue **your trip** in **Europe** (area 1, 2 or 3) whilst **your vehicle** remains unroadworthy.

#### **Emergency overnight accommodation abroad**

In the event of a **breakdown** within **Europe** (area 1, 2 or 3) where **your vehicle** cannot be repaired the same working day and which results in **you** not being able to stay at **your** pre-booked accommodation, **we** will pay up to £45 per person (maximum £125 per party), per day, towards the reasonable cost of overnight accommodation including breakfast for **you** and **your passengers**. The maximum Emergency Overnight Accommodation Abroad payment per incident is £450.

#### **Conditions applicable to Section 3**

These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for a hire **vehicle** which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of valid proof of payment.

#### 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.

# Section 4 Spare parts delivered for essential repair

You are covered, where it is more efficient and cost effective to do so, for the the cost of shipping replacement parts to the repairing garage in your trip destination within Europe (area 1, 2 or 3).

You are not covered for the cost of the spare parts. We will only organise shipping once you have confirmed the spare parts have been paid for.

#### **Conditions applicable to Section 4**

Although **we** will endeavour to source the required spare parts for **you**, **we** can make no guarantee the parts will be immediately available.

# **Section 5**

# Damage to the vehicle after theft or attempted theft

You are covered, in the event of theft (or attempted theft) of the vehicle or the contents contained in the vehicle during the trip, for up to £100 in total under this Policy, for immediate emergency repairs and/or replacement parts, which are necessary to place the vehicle in a secure condition to continue the trip.

If the **vehicle** cannot be repaired the same working day, **we** will cover the cost of alternative transport up to £70 per day to a maximum of £1,000 per incident to allow **you** to continue **your** journey in **your trip** destination in **Europe** (area 1, 2 or 3).

#### Conditions applicable to Section 5

You must obtain a Police Report within 24 hours of the incident giving rise to a claim.

Only one claim of up to £1,000 will be paid per incident for alternative transport. These services will be offered on a pay/claim basis, which means that **you** must pay initially, and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for a service which **we** deem is appropriate for **your** requirements and is available at the time assistance is provided. **We** will only reimburse claims when **we** are in receipt of a valid invoice or receipt. **We** will determine which benefit is offered to **you** by assessing the circumstances of the **breakdown** and what the most cost-effective option for **us** is.

# **Section 6**

# Getting the insured vehicle back

#### Vehicle storage

You are covered for the costs incurred in storing your vehicle in your trip destination in Europe (area 1, 2 or 3) until such time as it can be returned to the UK after your trip has ended.

#### Returning the insured vehicle

You are covered for the costs incurred in transporting your vehicle and the passengers either to your home address, or if you would prefer and it is closer, your original destination within your trip destination in Europe (area 1, 2 or 3) if the vehicle cannot be repaired within 48 hours or by your intended return, whichever is due to occur last.

Contribution to UK car hire while own vehicle is being returned We will pay up to £150 towards the reasonable cost of alternative transport or hire car up to 1600cc in the UK whilst you are waiting for your vehicle to be repatriated from Europe (area 1, 2 or 3).

# Section 7

# Collecting the insured vehicle from continental Europe

#### Vehicle collection

You are covered up to £200 towards the reasonable cost of alternative transport for two people to return to the **trip** destination in **Europe (area 1, 2 or 3)** and collect the repaired **vehicle**.

#### Vehicle storage

You are covered for the costs incurred in storing your vehicle in your trip destination in Europe (area 1, 2 or 3) until such time as a qualified driver can return to your trip destination in Europe (area 1, 2 or 3) to collect the vehicle after your trip has ended.

# **Section 8**

# If there is no qualified driver available for the insured vehicle

#### **Transporting home**

You are covered for an alternative driver, arranged by us, to return the vehicle to your nominated destination within the UK if you are unable to continue your journey within the trip destination in Europe (area 1, 2 or 3) due to illness or injury to the only qualified driver, provided none of your passengers are able to drive.

A medical certificate will be required for **us** to validate **your** claim and **we** will only accept claims which occur and are made within the **Period of Insurance** 

#### Vehicle storage

You are covered for the costs incurred in storing your vehicle in your trip destination in Europe (area 1, 2 or 3) until such time as a qualified driver, as arranged by us, can collect the vehicle to return it to your residence in the UK.

#### Additional accommodation per person (per day)

You are covered up to £45 per person (maximum £125 per party), per day, towards the reasonable cost of overnight accommodation including breakfast for you and your passengers if you are continue your journey within the trip destination in Europe (area 1, 2 or 3) due to illness or injury to the only qualified driver, provided none of your passengers are able to drive.

The maximum Emergency Overnight Accommodation Abroad payment per incident is  $\pounds 450$ .

# Section 9 Key Cover

You are covered if you lose your vehicle keys or lock your keys within your vehicle, we will pay the callout and mileage charges back to the recovery operator's base or your preferred destination if closer.

You are not covered for any other costs incurred, including any specialist equipment needed to move the vehicle. These will be at your expense.

# Section 10 Messaging Service

If you require, we will pass on two messages to your home or place of work to let them know of your predicament and ease your worry.

# **General Notes Relating to European Cover**

We will provide service in Europe (areas 1, 2 and 3) where the maximum duration of any trip does not exceed 90 days on a single trip or an annual multi trip policy subject to the appropriate premium being paid. However short term policies (those with a period of insurance lasting one month or less) will be limited to a single trip not exceeding the Period of Insurance.

Please ensure **you** carry **your** driving licence and V5C registration document with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** driving licence or V5C registration document. **You** will be held liable for any costs incurred if copies if **your** driving licence or V5C registration document are not immediately available.

Due to differing national standards and infrastructures abroad, assistance may take longer in arriving. We will require detailed information from you regarding the location of your vehicle. We will need to know details of your itinerary and if requested proof of both your outbound and inbound travel dates must be provided to validate your claim. When we have all the required information we will liaise with our European network and you must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, we will not be held liable for any delay this causes.

In the event of a **breakdown** on a motorway or major public road within the **Europe** (area 1, 2 or 3), access may be restricted to a private towing service only. Should this occur, **you** will need to obtain assistance via the SOS phones. The private towing service will tow **your vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further assistance. **We** will pay a maximum of £150 towards reimbursement of the costs, but **we** will only reimburse claims when **we** are in receipt of valid proof of payment. Payment will be made in accordance with the exchange rate on the date of the claim.

For assistance in your trip destination in Europe (area 1, 2 or 3), call us on:

#### +44 (0) 1206 812 851

#### **General Notes**

#### **Uninsured Service**

**We** can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

#### **Change of Vehicle**

**Our** policy only covers the **vehicle** registered on **our** database, therefore any change must be notified immediately by contacting the organisation **you** purchased this policy from. Please provide them with **your** policy number, the new registration, make, model and colour of **your vehicle** and the date **you** wish to make the change.

# **Call Recording**

To help **us** provide a quality service, **your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **breakdown** service **we** provide.

#### **Governing Law**

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

# Language

The contractual terms and conditions, and other information relating to this contract will be in the English language.

#### **Garage Repairs**

Any repairs undertaken by the recovery operators at their premises are provided under a separate contract, which is between **you** and the **recovery operator**.

#### Signing Documentation

You may be asked to sign documents by the recovery operator which relate to the service being provided. Whilst you are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full. In the event you require assistance with understanding such documents please contact us on 01206 812 851.

#### **Emergency Repairs**

Emergency repairs undertaken at the roadside by recovery operators cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance it is not always possible for recovery operators to accurately diagnose the fault with the **vehicle** or state whether the **vehicle** is in a roadworthy condition or otherwise safe to drive. Recovery operators are not instructed to conduct **vehicle** health inspections.

# **General Exclusions**

#### Applying to all sections unless otherwise stated.

This insurance does not cover the following:

- Any costs incurred to attend the vehicle due to faults with electric windows, sun roofs, broken windows/windscreens or locks not working which prevent the vehicle from being parked securely, unless the fault occurs during the course of a journey and your safety is compromised.
- Breakdowns caused by a failure to maintain the vehicle in a roadworthy condition including the routine servicing of the vehicle in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
- 3. Costs incurred in addition to a standard callout where service cannot be undertaken at the roadside because the vehicle is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.
- 4. Specialist Equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the breakdown if your vehicle is immobilised due to snow, mud, sand, water, ice, or a flood.
- Breakdowns caused by overloading of the vehicle or carrying more passengers than it is designed to carry.
- 6. Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless your vehicle has been fully repaired at a suitable garage, declared fit to drive by the recovery operator or is in transit to a pre-booked appointment at a suitable garage.
- 7. 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 vehicle and passenger recovery is required we will only recover to one address in respect of any one breakdown.
- Any vehicle which is not listed on your policy schedule as being eligible for breakdown cover with us.
- Any request for service if the vehicle is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
- Assistance if the vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 11. The cost of any parts, components or materials used to repair the vehicle
- 12. Repair and labour costs other than an hour's roadside labour at the
- 13. The use of specialist equipment occasionally required because the vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance.
- 14. The cost of draining or removing the incorrect type of or any contaminated fuel.
- **15.** Storage charges unless incurred whilst **we** organise repatriation from **your trip** destination in **Europe (area 1, 2 or 3)**.
- 16. Any claim within 24 hours of the time the policy is purchased.
- 17. Any breakdown that occurred before the policy commenced, the vehicle was placed on cover, or before the policy was upgraded.
- 18. More than six callouts per insured vehicle in any one period of insurance. Should you change your vehicle midterm, the number of callouts provided to the previous vehicle(s) will be carried forward.
- **19.** Claims totalling more than £15,000 in any one **Period of Insurance**.
- Any costs or expenses not authorised by our rescue co-ordinators prior to being incurred.
- 21. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals
- Any charges where you or the Emergency Services arrange assistance or repairs by other means unless we have agreed to reimburse you.
- 23. Any damage or loss to your vehicle or its contents caused by the recovery operator. It is your responsibility to ensure personal possessions are removed prior to your vehicle being transported.
- 24. Nothing in this policy limits our liability for death or personal injury caused by the negligence of us or our employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
- 25. Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.
- 26. Any cost that would have been incurred if no claim had arisen.
- 27. Any false or fraudulent claims.

- 28. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.
- 29. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the breakdown within the same working day.
- **30.** Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired.
- **31. We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for any time that has to be taken off work because of a **breakdown**.
- **32.** Any cost incurred as a result of **your** failure to comply with requests by **us** or the **recovery operator** concerning the assistance being provided.
- **33.** A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
- 34. Fines and penalties imposed by courts.
- **35.** Any cost recoverable under any other insurance policy that **you** may have
- Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
  - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.
- 37. Any cover which is not specifically detailed within this policy.

#### Additional exclusions applying to the European Assistance

- Service where repatriation costs exceed the market value of the vehicle.
- The cost of privately arranged towing from a European motorway exceeding £150.
- Repatriation to the UK within 48 hours of the original breakdown or by your intended return, whichever is due to occur last, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments you have made within the UK.
- Repatriation if the vehicle can be repaired but you do not have adequate funds for the repair.
- Any claim where the duration of a single trip is planned to or subsequently exceeds 180 days.
- This policy does not cover journeys within the UK other than during the direct journeys between your home and your international departure point.

# **General Conditions**

# Applying to all sections.

- 1. We will provide cover if
  - You have met all the terms and conditions within this insurance.
  - b) The information provided to **us**, as far as **you** are aware, is
- 2. Details of your cover may not reach us by the time assistance is required. In this unlikely event, we will assist you however before assistance can be provided we will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If we receive confirmation that you have adequate cover the reserved funds will be released. If we receive confirmation that you do not have adequate cover we will take payment for any uninsured costs.
- 3. The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
- 4. If a callout is cancelled by you and a recovery operator has already been dispatched, you will lose a callout from your policy. We recommend you to wait for assistance to ensure the vehicle is functioning correctly. If you do not wait for assistance and the vehicle breaks down again within 12 hours, you will be charged for the second and any subsequent callouts.
- We reserve the right to charge you for any costs incurred as a result of incorrect location details being provided.
- 6. We have the right to refuse to provide the service if you or your passengers are being obstructive in allowing us to provide the most appropriate assistance or are abusive to our rescue co-ordinators or the recovery operator.
- The vehicle must be registered to and ordinarily kept at an address within the UK and you must be a permanent resident within the UK.
- Vehicles must be located within the UK when cover is purchased and commences

- 9. When you contact us for assistance we may ask if your vehicle is fitted with alloy wheels. We must be advised the correct information at this time. If we are not made aware and we are unable to provide service promptly or efficiently through the recovery operator who will be assisting you, you will be charged for any additional costs incurred.
- 10. If in our opinion the vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the vehicle in its current condition following the **breakdown**, we have the option to pay you the market value of the vehicle in its current condition and pay your transportation costs to your home address. It will be your responsibility to apply for a Certificate of Destruction or other such document and you will be required to pay for any storage costs whilst this is obtained. If **you** would prefer the **vehicle** to be transported to your home address or original destination, this can be arranged but you will need to pay any costs which exceed the market value of the vehicle in its current condition. If the vehicle is beyond economical repair, you will have one week to advise us of how you wish to transport or dispose of the vehicle. If you do not contact us within one week you consent to us to dispose of the vehicle.
- 11. If we are able to repair your vehicle at the roadside, you must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card. If you do not have sufficient funds to pay for the parts, all further cover for the claim for this policy will cease.
- 12. In the event **you** use the service and the claim is subsequently found not to be covered by the policy **you** have purchased, **we** reserve the right to reclaim any monies from you in order to pay for the uninsured service.
- 13. We may decline service if you have an outstanding debt with us.
- 14. If you have a right of action against a third party, you shall cooperate with us to recover any costs incurred by us. If you are covered by any other insurance policy for any costs incurred by us, you will need to claim these costs and reimburse us. We reserve the right to claim back any costs that are recoverable through a third party.
- 15. Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting your vehicle.
- 16. The transportation of livestock (including dogs) will be at the discretion of the recovery operator. We will endeavour to help arrange alternative transport but you will need to pay for this service immediately by credit or debit card.
- 17. Regardless of circumstances, we will not be held liable for any costs incurred if you are unable to make a telephone connection to any numbers provided. If you are unable to make a connection on any of the numbers provided, please call 01603 327180.
- 18. The policy is not transferable.

Should you wish to contact us, we can be contacted by:

Mail: Customer Services, c/o Call Assist Ltd. Axis Court, North Station Road, Colchester, CO1 1UX Email: enquiries@call-assist.co.uk

Facsimile: 01206 364268

#### Cancellation Rights

This policy has a cooling off period of 14 days from the time you receive this information or from the purchase date, whichever is the later. If you do not wish to continue with the insurance we will provide a refund of premium paid, providing no claim has been made and you have not made your trip to the trip destination in Europe (area 1, 2 or 3).

You may cancel your policy after the 14 day cooling off period but no refund of premium is available.

We have the right to cancel this policy at any time by sending 7 days notice to your home address however we must have valid reasons for doing so. Valid reasons include but are not limited to:

- Suspected or proven fraud
- Non-payment of premium when it is due
- We discover you are no longer eligible for cover with us
- If you are threatening or abusive to our staff or the people we instruct to assist with your breakdown, including the recovery operators.

In such situations, providing no claim has been made, we will refund the unexpired portion of your premium.

Please call the organisation you purchased this policy from to discuss.

#### Our Promise To You

We aim to provide a high standard of service. Please telephone us if you feel we have not achieved this and we will do our best to rectify the problem immediately.

# **Complaints Procedure**

Any complaint you have regarding your policy should be addressed to the policy administrator:

> Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of your policy and in particular your policy number, to help your enquiry to be dealt with speedily.

- acknowledge your complaint within three working days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we send our acknowledgement letter; and
- respond to your complaint within eight weeks. If this is not possible for any reason, we will write to you to let you know when we will contact you again.

If you remain dissatisfied with our final decision or if you have not received our final decision within 8 weeks of us receiving your complaint, short of court action, you can ask The Financial Ombudsman Service to review your case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. If you do not refer your complaint within 6 months of our final decision The Financial Ombudsman Service will not have **our** permission to review **your** case and will only be able to do so in limited circumstances, such as if the delay was due to exceptional circumstances.

The Financial Ombudsman Service can be contacted at the following address:

> The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Or by telephoning: 0800 023 4567 (free from landlines) or 0300 1239 123 (free from some mobile phones) or by emailing: complaint.info@financial-ombudsman.org.uk.

For further information, you can also visit the website:

www.financial-ombudsman.org.uk.

Following the complaints procedure does not affect your rights to take legal proceedings.

#### Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk.

# **Your Personal Data**

We collect and maintain personal data in order to administer this policy and provide the services detailed within this policy wording.

Ageas Insurance Limited acts as independent Data Controller in its own right. Its purpose for collecting, using, sharing, transferring and storing your personal data differs from our purposes, so make sure that you read the summaries of both Privacy Policies below with care.

Please note that all personal data that is held by the Data Controllers is safeguarded with appropriate levels of security and in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other Applicable Laws and any successor or replacement legislation relating to the processing of personal data.

# **Privacy Policy**

The details provided here are only a summary of how **we**, Ageas and Voyager Insurance Services Limited collect, use, share, transfer and store **your** personal data.

For **our** full Privacy Policy please follow this link - <a href="https://www.call-assist.co.uk/privacy-policy">https://www.call-assist.co.uk/privacy-policy</a>.

Enquiries in relation to data held by **us** should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.

For Ageas full Privacy Policy please follow this link – www.ageas.co.uk/legal/privacy-policy.

Enquiries in relation to data held by them should be directed to the Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk.

For Voyager Insurance Services Limited's full privacy notice, please visit <a href="https://www.voyagertravelinsurance.co.uk/about/privacy-policy/">www.voyagertravelinsurance.co.uk/about/privacy-policy/</a>

# Call Assist Privacy Policy Sharing your personal data

We will only share your personal data in the following circumstances:

- it has been authorised by you;
- it is with regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), the Isle of Man Financial Services Authority ("FSA"), and the Financial Services Commission ("FSC");
- · it is with fraud prevention and credit reference agencies;
- it is required by law;
- it is provided to recovery operators or other suppliers as required
  to fulfil our contractual and legal obligations in this policy wording
  and in which case your personal data will be limited to the minimum
  ordinarily required for service provision only; additionally, these
  suppliers will only be able to use your personal data to provide the
  specific services described in this Policy.

#### Your rights

Under the terms of Data Protection Legislation, **you** have a number of rights in relation to the personal data **we** hold about **you**:

- the right to ask for a free copy of any personal data we hold about you;
- the right to ask for correction of any inaccurate personal data held;
- object to the use of your personal data for direct marketing;
- withdraw any permission you have previously given to us to process your personal data;
- complain to the Information Commissioner's Office if you are not satisfied with our use of your data;
- ask for your personal data to be deleted from our system/database.
  Please note that there are times when we will not be able to delete
  your data. This may be as a result of us fulfilling our legal and
  regulatory obligations, or where there is a minimum, statutory period
  of time for which we have to keep your personal data. If we are
  unable to fulfil a request we will always let you know our reasons.

Should **you** wish to exercise any of **your** rights under the Data Protection Legislation, please direct enquiry to:

The Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX; Email DPO@call-assist.co.uk.

# Collecting your personal data

When **you** apply for **breakdown** cover with **us**, **we** will collect a variety of information about **you** including **your** personal data such as **your** name, address, contact details, date of birth and IP address (which is a unique number identifying **your** computer). Where relevant, **we** will also collect special categories of data (sensitive data) about **you** such as details regarding **your** health.

We will also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

# Using your personal data

The main reason **we** collect **your** personal and/or special categories of data is because **we** need it to provide **you** with the appropriate policy quotation as well as to manage **your** policy which may include handling a claim or issuing documentation to **you**. **Our** assessment of **your** policy application may also involve an automated decision to determine whether **we** are able to provide **you** with a quotation. If **you** object to **your** data being processed by automated decision-making, then **we** will not be able to provide **you** with a **breakdown** cover.

**We** will also use **your** data where **we** feel there is a justifiable reason for doing so for example: to collect information regarding **your** past policies; carry out research and analysis (including profiling); and record and monitor calls.

#### Keeping your personal data

**Your** data is considered to be an important asset to **us** and as such **we** make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures **we** take to keep **your** personal data secure include, but are not limited to:

- · making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- · allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

#### Use and storage of your personal data

**We** will retain **your** personal data for a maximum of 7 years from the end of the insurance relationship with Call Assist, in line with **our** legal and regulatory requirements. In any situation where the retention period is longer, **we** will inform **you** of this.

Where possible, **we** will anonymise or remove **your** personal data that is no longer required for the purpose(s) for which it was obtained.

**Your** data may be transferred to, stored or processed outside the European Economic Area (EEA) - see **our** online Privacy Policy for full details. **We** will not transfer **your** data outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where **we** have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

# **Ageas Privacy Notice**

For the purposes of this notice only, the defined words **we/us/our** mean Ageas Insurance Ltd.

**We** are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website - <a href="https://www.ageas.co.uk">www.ageas.co.uk</a> or contact:

Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA Email: thedpo@ageas.co.uk.

**Your** insurance adviser will have their own uses for **your** personal information please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

# **Collecting your information**

We collect a variety of personal information about you such as your name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying your computer). Where relevant, we will also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding your health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjudicators and/or suppliers appointed in the process of handling a claim.

# **Using your information**

We collect your personal information and/or special categories of personal information because we need it to provide you with the appropriate insurance quotation, policy and price as well as to manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

**We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying **our** research and analysis (including profiling); and recording and monitoring calls.

Please note if **you** have given **us** such information about someone else, **you** would have confirmed that **you** had their permission to do so.

#### **Sharing your information**

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf or where we provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when we are trialling products and services which we think may improve our service to you or our business processes.

Unless required to by law, **we** will never share **your** personal data without the appropriate care and necessary safeguards being in place.

#### **Keeping your information**

We will only keep your information for as long as is necessary to provide our products and services to you and/or to fulfil our legal, regulatory, tax and accounting obligations. We also keep your information for several years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to our full Privacy Policy for more information.

#### Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the UK unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the third party has suitable standards in place to protect your information.

#### **Your rights**

You have a number of rights in relation to the information we hold about you. These rights include but are not limited to: asking for access to and a copy of your personal information; objecting to the use of your personal information or to an automated decision including profiling; asking us to correct, delete or restrict the use of your personal information; withdrawing any previously provided permission for the use of your personal information; and complaining to the Information Commissioner's Office if you object to the way we use your personal information.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum statutory period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

# **Voyager Insurance Services Limited Privacy Notice**

# How will we obtain and use your personal data?

For the purposes of this notice only, the defined words **we/us/our** mean Voyager Insurance Services Limited.

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

#### Who will have access to your personal data?

We may share your personal data:

- With public authorities, other companies attached to the insurer of this policy, 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 companies attached to the insurer of this policy, we will do so on the basis of the insurer of this policie's approved binding corporate rules (BCR). Where the insurer of this policy's BCR does 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:

By post: Data Protection Officer,
Voyager Insurance Services Limited, 13-21 High Street,
Guildford, Surrey, GU1 3DG
By telephone: 01483 806680
By email: data@voyagerins.com

#### Call Recording

To help  ${f us}$  provide a quality service,  ${f your}$  telephone calls may be recorded.