

Voyager UK Breakdown Cover 2015

ref: VOY/VUKBC/2015

Valid for issue no later than 29th February 2016.



Plan 1 - UK Roadside Assist

DEMANDS AND NEEDS

Voyager UK Breakdown Cover is typically suitable for those who wish to insure themselves for motor breakdown whilst travelling in the United Kingdom. Subject to the policy terms and conditions and the maximum specified claim limits.

IMPORTANT

This policy will have been sold to you on a non-advised basis and it is therefore important that you read this policy wording (paying particular attention to the terms and conditions and exclusions) and ensure that it meets all of your requirements. If upon reading this policy you find that it does not meet all of your requirements, please refer to the cancellation rights section.

Status

This policy is arranged by Voyager Insurance Services Ltd. 13-21 High Street, Guildford, Surrey, GU1 3DG. Voyager Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority (FRN: 305814). Registered office: Buzzards Hall, Friars Street, Sudbury, Suffolk, CO10 2AA. Registered in England and Wales. Registered no. 3251842.

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group.

Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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

Important information

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing. Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow so you are entitled to the cover.

How to claim

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

To get UK emergency help, phone 01737 815 563.

This contact number is a normal landline number charged at standard rates.

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

You should have the following information available.

- the vehicle's registration number
- your name, home postcode and contact details
- your policy number
- the make, model and colour of the vehicle
- the location of the vehicle
- an idea of what the problem is
- an SOS box number (if this applies).

We will take your details and ask you to stay by the phone. You will then be asked to return to your vehicle. This policy covers breakdown assistance for the specific vehicle (or vehicles) shown on your policy schedule. These are the only vehicles that this cover applies to. The cover provided under each section is governed by the general conditions and general exclusions shown in sections B and C.

Safety

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

Help on motorways

If you break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the number shown above. You will only be able to claim the services we provide by contacting the emergency helpline number.

Meaning of words

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

Breakdown means not being able to use the vehicle because of; a mechanical breakdown; an accident; vandalism; a fire; a theft or an attempted theft; a flat tyre; a flat battery; it having no fuel; putting the wrong fuel into it.

Period of cover means the period of time which the insurance applies to that is shown on your policy schedule.

Territorial limits means the United Kingdom which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle(s) means the private car or motorcycle which is less than 16 years old which is no longer than 5.1 metres; no heavier than 3,500 kilograms; no higher than 1.95 metres and no wider than 2.1 metres; as shown on your policy schedule.

If the vehicle you are in breaks down while you are towing a caravan or trailer, we will recover the vehicle and the caravan or trailer, as long as the caravan or trailer is not more than 8 metres long, 3 metres high, and 2.55 metres wide.

The vehicle you are travelling in must carry a serviceable spare tyre and wheel, and a key that will let us remove a wheel secured by wheel nuts for the vehicle, caravan or trailer, if it is designed to carry one.

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

We, us and our means Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK. In the Data Protection Act section of this policy 'we' also means Voyager Insurance Services Ltd.

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

Your home means the last address in the United Kingdom you gave to Voyager Insurance Services Ltd as being where you permanently live or where you keep your vehicle. You must have started out from your home on your journey for cover to apply.

Section A – Roadside assistance

The cover in this section will only apply if you have paid the premium.

What is covered

- if the vehicle breaks down more than one mile from your home, we will arrange and pay for a breakdown vehicle to come to the vehicle (for up to one hour) to try to get it working again.
- if the vehicle cannot be made safe to drive at the place you have broken down, we will arrange for the vehicle, the driver and up to six passengers to be recovered to one of the following locations, taking your circumstances into account within 15 miles;
 - your original destination,
 - your original departure point, or
 - a suitable local garage for it to be repaired. You must pay the cost of any repairs.

- if you lose or break your vehicle keys, we will pay for the call-out and mileage back to our rescue operator's base. You will have to pay all other costs.
- we will pass on up to two messages to either your home or place of work to tell them about your situation.

What is not covered

- a breakdown at or within one mile from your home.
- travel outside the UK.
- anything mentioned in the general exclusions (please see section B).

General notes

Uninsured services

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

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

We will not cover the following:

- any breakdown that happens during the first 24 hours after you take out cover for the first time, except for benefits shown under section A, which are available immediately.
- the cost of fuel or any spare parts needed to get the vehicle working again, or any costs that arise from not being able to get replacement parts. You will be responsible for the cost of draining or removing contaminated fuel.
- the cost of paintwork and other cosmetic items.
- labour costs for more than one hour of roadside help.
- any breakdown or recovery outside the period of cover.
- the cost (and guaranteeing the quality) of repairs when the vehicle is repaired in any garage the vehicle is taken to.
- any costs for vehicles which have not been maintained and used in line with the manufacturer's recommendations.
- any call-out or recovery costs in the UK after a breakdown where the police or other emergency services insist on the vehicle being picked up immediately by another organisation. You will have to pay, by credit or debit card, any fees to store or release the vehicle.
- any toll or ferry fees incurred by the driver or the driver of the recovery vehicle whilst transporting your vehicle.
- help or recovery if the vehicle is partly or completely buried in snow, mud, sand or water.
- damage or costs that arise from us trying to get into the vehicle after you have asked for help.
- 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.)
- loss or damage to personal possessions you leave in your vehicle.
- moving animals. We will decide whether or not to move any animal from the vehicle, and if we agree to do this, it will be completely at your own risk and cost.
- any costs for vehicles that have broken down or were not safe to drive when cover was taken out.
- the costs of getting a spare wheel or tyre for a roadside repair if the vehicle does not have one. We will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the driver is not able to provide a key to do this.
- the recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within the same working day. If recovery takes place we will only recover to one address in respect of any one breakdown.
- where your vehicle is an emergency vehicle, taxi, heavy goods vehicle or if your vehicle is used for dispatch, road racing, rallying, pace-making, speed testing or any other competitive event.
- any cost that you can get back under any other insurance policy or under the service provided by any motoring organisation.

20. recovering the vehicle when it is carrying more than a driver and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the vehicle than it was designed to carry or you are driving on unsuitable ground.
21. any request for service where you have not taken remedial action within two working days after a previous breakdown or temporary repair.
22. recovery or help if the vehicle is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 1.95 metres or wider than 2.1 metres.
23. recovery or help if you are hiring the vehicle out to carry people in return for money, unless we have agreed this with you.
24. vehicles that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a journey and this affects your safety.
25. recovery or help if the vehicle is being used to carry commercial goods.
26. any claim that comes from:
 - i. any person driving the vehicle, if you know they do not have a valid license to drive in the UK; or
 - ii. any person driving the vehicle, if they are not authorised by you to drive the vehicle or are not keeping to the conditions of their driving license.
27. any claim that comes from a poor-quality repair or a repair that has been attempted without our permission during the same trip.
28. any loss or damage caused to the vehicle or any loss or cost arising from or contributed to by:
 - i. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - ii. the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
29. loss or damage caused by war, revolution or any similar event.
30. delays or failure in delivering service to you due to any extraordinary event or circumstance which is outside our reasonable control, such as severe weather conditions.
31. mobile phone, phone call and postage costs are not covered under your policy in any circumstances.
32. if you put the wrong fuel in your car, you will be entitled to recovery only as shown in section A.
33. any costs relating to the caravan or trailer if the caravan or trailer is not attached to the vehicle at the time of the breakdown.

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

1. the vehicle must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence. The vehicle should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 16 years old since first registration.
2. we can ask for proof of outbound and inbound travel dates.
3. if we arrange for temporary roadside repairs to be carried out after damage to the vehicle, or we take the vehicle to the place you have chosen, we will not be legally responsible for any more help in the same incident.
4. we have the right to refuse to provide a service if you or your passengers are being obstructive in allowing us to provide the most appropriate help or if you or they are abusive to our rescue controllers or our recovery operators.
5. we will not pay you any benefit unless you contact us using the emergency phone numbers provided. You must not try to contact any agent or repairer direct.
6. you are responsible for keeping the vehicle and its contents safe, unless you are not able to or you have an arrangement with us or our agent. You must be with the vehicle at the time we say we expect to be there.
7. you must quote your policy number when you call for help and have the relevant documents needed by the repairer, recovery specialist or our chosen agent.
8. you will have to pay the cost of moving the vehicle or a repair vehicle coming out to you if, after asking for help which you are entitled to, the vehicle is moved or repaired in any other way, or you have provided location details which are incorrect. The payment must be by credit or debit card.
9. we are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on your instructions or the instructions of any person acting on your behalf. You are responsible for ensuring the quality of any repair.
10. if we pay a claim under any cover provided by this insurance, we will be entitled to ask for all reasonable

help from you to take action in your name to get back our costs from another organisation.

11. the vehicle must carry a serviceable spare tyre and wheel for the vehicle and any caravan or trailer attached to the vehicle. This condition does not apply if the vehicle is not designed to carry a spare wheel. If the vehicle is not designed to carry a spare wheel, you will need to carry the appropriate aerosol repair kit.
12. we have the right to choose a suitable garage that can carry out a repair, which you must pay for, as long as the garage can carry out the repairs within the time limits we have given. You must make the payment by credit or debit card.
13. if you agree to a temporary roadside repair, you will be responsible for any costs or any damage to the vehicle it suffers if you continue to drive the vehicle as if a permanent repair had been carried out. You acknowledge that a temporary roadside repair is aimed only to allow you to drive the vehicle to a suitable facility so a permanent repair can be carried out.
14. if the vehicle needs to be taken to a garage after a breakdown, the vehicle must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, you will have to pay any specialist recovery fees by credit or debit card.
15. you will have to pay, by credit or debit card, for any parts or other products used to repair the vehicle.
16. we will not arrange for help if we think that it would be dangerous or illegal to repair or move the vehicle.
17. during any 12-month period we will not be responsible for more than two claims which arise from a common fault on the same vehicle. We will not be responsible for more than five claims in total for a vehicle policy. If you need our help for more than the number of claims allowed on your policy in a 12-month period of cover or more than twice for the same fault on the same vehicle, you will have to pay for the services we provide. We will ask for a credit-card number or debit-card number before we help you.
18. if you are covered for breakdown by any other insurance policy or warranty, you must tell us.
19. if you are not willing to accept our decision or our agents' decision on the most suitable type of help, we will not pay more than £100 for any one breakdown and you will be responsible for any other costs due in recovering and repairing your vehicle.
20. this insurance contract is between you and us. Any person or company who is not involved in this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that act.

Our promise

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

Complaints procedure

If your complaint relates to a policy sale, please contact:

Voyager Insurance Services Ltd
 13-21 High Street, Guildford, Surrey, GU1 3DG.
 Tel: 01483 562662
 Fax: 01483 569676
 Email: enquiries@voyagerins.com

If your complaint relates to a claim, you can write to:

**The Quality Manager,
 Inter Partner Assistance SA,
 The Quadrangle, 106-118 Station Road,
 Redhill, Surrey, RH1 1PR.**
 Tel: 01737 815215
 Email: quality.assurance@axa-assistance.co.uk

We will deal with your dissatisfaction as soon as we can and try to reach an amicable resolution.

If we are unable to reach a resolution within 8 weeks or if you are not happy with our resolution, you may have the right to refer the matter to the Financial Ombudsman Service by writing to:

**The Financial Ombudsman Service,
 Exchange Tower,
 Harbour Exchange Square,
 London, E14 9SR.**
 Tel: 0800 023 4567 - UK landline
 Tel: 0300 123 9123 - UK mobile
 Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. You can get more information at www.fscs.org.uk.

Data Protection Act

We will keep details of you, your breakdown cover and claims to help us deal with your claims and prevent and detect fraud, money laundering or similar activity. We will use this information in line with the Data Protection Act 1998.

We may in certain circumstances be required to pass on your details to a third party in the event that our incurred costs can be subrogated against a third party insurer,

We may store, use and process your personal information so that we can manage your policy and provide you with our services, identify other products and services that might be suitable for you, renew your policy with us and keep our records about you up to date. We may also use the information to prevent and detect fraud or money laundering or similar activity.

If you pay us a fee, you can ask for a copy of the information we hold about you. To ask for this, please write to;

Data Protection Officer
 Inter Partner Assistance SA
 The Quadrangle, 106-118 Station Road
 Redhill, Surrey, RH1 1PR.

Please let us know if you think any information we hold about you is inaccurate, so that we can correct it. The information we hold about you is confidential. We will only ever reveal it to another person if;

- you give us permission;
- we need to contact you about other products or services;
- the law says we have to reveal it; or
- we need to provide it to our agents so they can provide services to you/us.

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

Cancellation rights

Voyager Insurance Services Ltd will refund your premium in full if, within 14 days, you decide that it does not meet your needs or that you do not want this policy, provided you have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, you have the right to cancel this insurance; however, no refund of premium will be due to you.

Please contact Voyager Insurance Services Ltd on 01483 562662 from 9.00am until 5.30pm Monday to Friday if you wish to cancel this policy.

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

- you fail to pay the premiums after we have sent you a reminder to do so. If we have been unable to collect a premium payment, we will contact you in writing requesting payment to be made by a specific date. If we do not receive payment by this date we will cancel your policy by immediate effect and notify you in writing that such cancellation has taken place.
- you refuse to allow us reasonable access to your vehicle to provide the services you have asked for under this policy or if you fail to co-operate with our representatives.
- you otherwise stop keeping to the terms and conditions of this policy in any significant way.
- the cost of providing this policy becomes prohibitive. We may cancel this policy without giving you notice if, by law or other similar reasons, we are prevented from providing it. If we cancel the policy under this section, we will refund the premium paid for the remaining period of insurance, unless you have made any claims. We can refuse to renew any individual policy.

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

- make or try to make a fraudulent claim under your policy.
- are abusive or threatening towards our staff.
- repeatedly or seriously break the terms of this policy.

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

Please contact us on 01483 562662 if you would like a copy of these terms and conditions in another format such as large print or an audio disk.

Renewal

We will contact you on an annual basis in regards to your upcoming renewal, if we do not receive confirmation to renew prior to your renewal date your policy will lapse automatically.