

# VEHICLE BREAKDOWN COVER

POLICY DOCUMENTS





# VEHICLE BREAKDOWN COVER

#### YOUR CONTRACT OF INSURANCE - ROAD RESCUE

This insurance is arranged by Ping Insure Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Ping Insure Limited is an appointed representative of CBS AR Limited and authorised and regulated by the Financial Conduct Authority (FCA).

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register https://register.fca.org.uk/.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

#### **IMPORTANT**

It is important that **you** check **your policy schedule** to ensure that the information that **you** have provided to **us** is accurate. Please take the time to read the contents of this **policy** to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions. This **policy** wording and **your policy schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason.

#### **HOW TO MAKE A CLAIM**

You must report any claim to the claims administrator as soon as reasonably possible:

National Breakdown The Old Clock House, Odsal Road, Bradford, West Yorkshire, BD6 1AO

Telephone: Call **01274 271 054** in the **United Kingdom** or on 0044 1274 271 054 from other parts of Europe

### ADVICE IN THE EVENT OF A BREAKDOWN

- Pull as far off the road as you can.
- Switch on your hazard lights.
- Call us on 01274 271 054 in the united Kingdom or on 0044 1274 271 054 from other parts of Europe
- If you've got a smartphone, you could use its map to try and pinpoint your location.
- Let us know if you're on your own, in a vulnerable situation, or have children with you.
- Let us know, too, if there's anyone you'd like us to contact for you.
- Put up your warning triangle if you have one.
- Lift up your bonnet if the weather is fine, as this will be easier for our mechanic to find you when he's in the area.
- When the mechanic does arrive, make sure he identifies you by name, and shows you his ID.

# IF YOU BREAKDOWN ON A MOTORWAY

- Be extra careful if you break down on the motorway.
- Try to pull in by one of the emergency phones, or in the refuge area if there is one. By using an emergency phone, the police will automatically be given your location
- If you can't drive that far, walk along the hard shoulder
  to the nearest emergency phone. There's one every mile
  along the motorway, and there are marker posts every
  100 metres pointing in the direction of the nearest one.
- Never cross the carriageway to get to a closer phone.
- Lift the receiver and it connects automatically. It's free to use, and the control centre will know exactly where you are.
- Tell them **your** registration number, and details of **your** insurance.
- While you're waiting for us to get to **you**, make sure all passengers leave the **vehicle** by the doors furthest from the road, and stand well back from the traffic.



#### **DEFINITIONS**

The words or expressions detailed below have the following meaning whenever they appear in this **policy** in **bold**.

#### **Administrator**

Ping Insure Limited, Digital Media Centre, County Way, Barnsley S70 2EQ. Tel: 0191 258 8140

#### Accident

A collision immediately resulting in the vehicle being made immobile or unsafe to drive.

#### **Breakdown**

Any or all of the following occurring to the vehicle within the territorial limits:

- Unforeseen mechanical or electrical breakdown
- Lack of fuel
- Misfueling of the vehicle; (Gold & Platinum Covers only)
- Flat battery; or
- A puncture to the tyre(s) of the vehicle

Which immediately results in the vehicle being immobilised, illegal or dangerous to drive.

#### Callout

The deployment of a roadside agent to your vehicle.

#### **Claims Administrator**

National Breakdown, the Old Clock House, Odsal Road, Bradford, West Yorkshire, BD6 1AQ

#### Duration

Commences from the date of your departure from the UK and ceases upon your return to the UK for a period not exceeding 90 days. This will depend upon the cover level selected and is noted on your policy schedule.

#### Excess

Where you have selected a product with an excess, this is the first amount of each claim payable by you. Please check your policy schedule for the excess amount payable.

## **Home Address**

The address you live in within the United Kingdom.

## **Home Assist**

Assistance within a one-mile radius of your home address.

#### Misfueling

 $\label{lem:correct} \mbox{Accidentally fuelling your vehicle with the incorrect fuel.}$ 

# Nationwide Recovery

If your vehicle cannot be repaired within the same working day we will arrange to transport your vehicle, you and up to 6 passengers to be transported to your home address.

#### **Period of Insurance**

The duration between the policy start date, when cover commences and the policy end date, as noted on your policy schedule.

#### Roadside Agent

The agent appointed by the claims administrator to assist you.

## **Specialist Equipment**

Non-standard apparatus or recovery vehicles which in the opinion of the roadside agent are required to recover or diagnose faults with the vehicle. Specialist equipment includes but is not limited to winching and specialist lifting equipment.

#### 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 (Europe)

Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus) and Vatican City.

### **Territorial Limits (UK)**

The United Kingdom, the Isle of Man and the Channel Islands.

#### **United Kingdom**

England, Scotland, Wales and Northern Ireland.

#### Vehicle

The motor vehicle detailed within your policy schedule.

# **Waiting Period**

The first 48 hours from the inception of your policy.

#### We/Us/Our/Insurer

UK General Insurance Limited, who act on behalf of Great Lakes Insurance SE.

### You/Your/Yourself

The person named on the policy schedule as the holder of this policy, any person driving a covered vehicle or any passengers in the covered vehicle.



#### **COVER LEVELS**

# COVER LEVEL 1 - BRONZE ONE COVER - ROADSIDE ASSISTANCE & LOCAL, NATIONWIDE RECOVERY AND HOME ASSIST

In the event of a **breakdown** which occurs within the **territorial limits (UK)**, or at **home**, **we** will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent** they are unable to repair the **vehicle** at the roadside we will assist in the following way:

#### Either:

- Arrange and pay for your vehicle, you and up to 6
  passengers to be recovered to the nearest suitable
  garage which can undertake the repair.
  - $\cap$
- If the above is not possible at the time or the repair cannot be made within the same working day, we will arrange for your vehicle, you and up to 6 passengers to be transported to your home or chosen destination whichever is nearer.

Any recovery must take place at the same time as the initial callout otherwise you will have to pay for subsequent **callout** charges.

If your vehicle requires recovery, you must immediately inform claims administrator of the address you would like the vehicle taking to.

Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

### **ALTERNATIVE TRANSPORT**

**We** will pay up to £100 towards the reasonable cost of alternative transport or vehicle hire. **We** will also pay up to £50 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

#### **DRIVER ILLNESS OR INJURY**

In the event you suffer an illness or injury whilst away from your home address and none of your passengers are qualified and competent to drive, we will arrange and pay for your vehicle to be transported by a recovery operator or driven by a chauffeur to your home address. A medical certification clearly stating that your illness or injury is preventing you from driving will be required before any claim is authorised. You must pay any costs relating to obtaining the medical certificate.

#### **EMERGENCY OVERNIGHT ACCOMMODATION**

**We** will pay a maximum of £75 for a lone traveller or £50 per passenger when not travelling alone for one night on a bed and breakfast basis. The maximum payment per incident is £350.

#### **CARAVANS AND TRAILERS**

If your vehicle suffers a breakdown and your caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), your caravan/trailer will be recovered with your vehicle.

# CONDITIONS APPLYING TO ALTERNATIVE TRANSPORT & EMERGENCY OVERNIGHT ACCOMMODATION COVER

- i) 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 the claims administrator. The policy will only pay for a hire vehicle 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;
- ii) The **vehicle** must be repaired at the nearest suitable garage to the **breakdown** location;
- iii) The **vehicle** cannot be repaired the same working day;
- iv) The **breakdown** did not occur within 30 miles of **your home address:**
- v) **We** will determine which benefit is offered to **you** depending upon the circumstances of the **breakdown** and what is the most cost effective option for **us**

# COVER LEVEL 2 - SILVER COVER - ROADSIDE ASSISTANCE & LOCAL - NATIONWIDE RECOVERY

In the event of a **breakdown** which occurs within the **territorial limits (UK)**, and more than one mile from **your home address**, **we** will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent** they are unable to repair the **vehicle** at the roadside we will assist in the following way:

#### Either:

- Arrange and pay for your vehicle, you and up to 6
  passengers to be recovered to the nearest suitable
  garage which can undertake the repair provided this
  is 15 miles or less from the scene of the breakdown
  - Or
- If the above is not possible at the time or the repair



cannot be made within the same working day, **we** will arrange for **your vehicle**, you and up to 6 passengers to be transported to **your** home or chosen destination anywhere within the **territorial limits (UK)**.

Any recovery must take place at the same time as the initial **callout** otherwise you will have to pay for subsequent callout charges.

If your vehicle requires recovery, you must immediately inform claims administrator of the address you would like the vehicle taking to. Once the vehicle has been delivered to the nominated address, the vehicle will be left at your own risk.

#### ALTERNATIVE TRANSPORT

**We** will pay up to £100 towards the reasonable cost of alternative transport or vehicle hire. **We** will also pay up to £50 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

#### **DRIVER ILLNESS OR INJURY**

In the event you suffer an illness or injury whilst away from your home address and none of your passengers are qualified and competent to drive, we will arrange and pay for your vehicle to be transported by a recovery operator or driven by a chauffeur to your home address. A medical certification clearly stating that your illness or injury is preventing you from driving will be required before any claim is authorised. You must pay any costs relating to obtaining the medical certificate.

#### **EMERGENCY OVERNIGHT ACCOMMODATION**

**We** will pay a maximum of £75 for a lone traveller or £50 per passenger when not travelling alone for one night on a bed and breakfast basis. The maximum payment per incident is £350.

### CARAVANS AND TRAILERS

If your vehicle suffers a breakdown and your caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), your caravan/trailer will be recovered with your vehicle.

# CONDITIONS APPLYING TO ALTERNATIVE TRANSPORT & EMERGENCY OVERNIGHT ACCOMMODATION COVER

i) 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 the claims administrator. The policy will only pay for a hire vehicle 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;

- ii) The **vehicle** must be repaired at the nearest suitable garage to the **breakdown** location;
- iii) The **vehicle** cannot be repaired the same working day;
- iv) The breakdown did not occur within 30 miles of your home address:
- v) **We** will determine which benefit is offered to **you** depending upon the circumstances of the **breakdown** and what is the most cost effective option for **us**

# COVER LEVEL 3 - GOLD COVER - ROADSIDE ASSISTANCE, LOCAL - NATIONWIDE RECOVERY AND HOME ASSIST

If you have opted and paid for Gold Cover, it includes all the same benefits as the Silver Cover, with the addition of **Home Assist** and **Misfuel** cover

We will send help to your home address or within a one-mile radius of your home address in the event your vehicle suffers a breakdown.

#### MISFUEL

**We** will arrange for the draining of the incorrect or contaminated fuel and replacement of up to 10 litres of the correct fuel.

We will not cover the costs for any parts or additional labour required due to the contamination

# COVER LEVEL 4 - PLATINUM COVER - ROADSIDE ASSISTANCE & RECOVERY, NATIONWIDE RECOVERY, HOME ASSIST AND EUROPEAN

If you have opted and paid for Platinum Cover, it includes all the same benefits as the Gold Cover, with the addition of assistance within the **territorial limits (Europe)**. Cover will be provided within Europe where the maximum **duration** of any single trip does not exceed 90 Days in any one consecutive 12 month policy period.

**We** will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent**, they are unable to repair the **vehicle** at the roadside **we** will assist in the following way:

Arrange and pay for your vehicle, you and up to 6
passengers to be recovered to the nearest garage able
to undertake the repair.



If the vehicle cannot be repaired within 96 hours by your intended return, whichever is the later, we will arrange for your vehicle, you and up to 6 passengers to be transported either to your home address, or if you would prefer and it is closer, your original destination within the territorial limits (Europe).

#### ALTERNATIVE TRANSPORT

We will pay up to £100 (up to £350 in the **territorial limits** (**Europe**) towards the reasonable cost of alternative transport or vehicle hire. We will also pay up to £50 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

#### SPECIAL CONDITIONS APPLYING TO EUROPE

- If you have broken down on a motorway or major public road in France and some other European countries, you will need to seek assistance from the roadside SOS phones, which will be answered by the police. They will arrange for local services will tow you 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 a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim;
- If you have broken down in a European country during a public holiday, many services will be closed during the holiday period. In these circumstances, it may take more time for us to assist you and effect a repair to your vehicle. We cannot be held liable for any delays in reaching your destination
- We will provide service in the territorial limits (Europe)
  where the maximum duration of any single trip does
  not exceed the period which is noted on your policy
  schedule. 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.

# GENERAL INFORMATION REGARDING EUROPEAN BREAKDOWN

Remember to take **your** V5C vehicle registration document with **you** during **your** journey. You will need to carry the original, as proof of ownership of the **vehicle**. If **you** are not the owner of the **vehicle**, **you** will need a letter of authority from the owner and a Vehicle on Hire Certificate (VE103) instead.

If **your** V5C registration document or VE13 document is not immediately available, **you** will be held liable for any costs incurred if copies of **your** V5C registration document are not immediately available.

Regulations are different when you breakdown in Europe and help may take longer in arriving. We will require as much information as possible from you regarding the location of your vehicle. We will need to know if you are on an outward or inward journey and details of your booking arrangements. When we have all the required information we will liaise with our European network, you will be kept updated. For this reason, we ask that you remain at the telephone number you called from.

#### MESSAGE SERVICE

If you require, we will pass on two messages to a friend, a family member or work to let them know of your predicament and ease your worry.

#### GENERAL EXCLUSIONS

The  ${\bf insurer}$  will not pay for claims arising from or associated with:

- 1) The transportation of livestock;
- 2) Any excess payable on a claim
- 3) Any vehicle over 15 years for Bronze and Platinum Covers and over 20 years for Silver or Gold at the inception of the policy.
- 4) Any **claim** within the **waiting period** of the policy, unless you have previously held like for like policy without any gap between covers with another supplier.
- 5) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard towing hitch; or
- A callout where glass or windscreens have been damaged;
- 7) Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and your safety is compromised;
- Breakdowns caused by failure to maintain the vehicle in a roadworthy condition including maintenance or proper levels of oil and water;
- The cost associated with draining or removing any contaminated fuel (unless you have purchased Gold or Platinum cover)

  Platinum cover)
- 10) Costs incurred in addition to a standard **callout** for the cost of supplying a spare wheel and tyre if:
  - your vehicle is not carrying a serviceable spare wheel and is equipped to do so;
  - ii) or is not equipped with an aerosol repair kit, or the appropriate jack;
  - iii) or the locking mechanisms for the wheels



are not immediately available to remove the wheels:

- 11) Costs incurred in respect of **specialist equipment**, additional manpower and/or recovery vehicles;
- 12) Costs incurred in respect of 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:
- 13) Overloading of the **vehicle** or carrying more passengers than it is designed to carry;
- 14) **Vehicle** faults or symptoms from faults which have not been remedied or repaired by a suitable garage where you have requested a **callout** within the last 28 days;
- 15) 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 effect, we will only recover the vehicle and passengers to one address in respect of any one breakdown;
- 16) Any vehicle which is not listed on your policy schedule as being eligible for breakdown cover;
- 17) A **breakdown** following use of the **vehicle** for:
  - Motor racing;
  - Rallies:
  - · Rental/hire;
  - Public hire:
  - Private hire;
  - · Courier services;
  - Racing, off road driving, rallies, track days, duration or contest or speed trials or practice for any of these activities;
- 18) Excluded vehicles:
  - Minibuses, commercial vehicles, horse-boxes, or limousines;
  - Vehicles exceeding 3,500 kg (3.5 tonnes) gross vehicle weight;
  - Vehicles more than 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high;
- 19) Assistance if the **vehicle** is in an illegal condition, untaxed, uninsured or unroadworthy;
- 20) Assistance if the **vehicle** breaks down in a place we cannot access or will be dangerous or illegal to transport;
- 21) The cost of any parts, components or materials used to repair the **vehicle**;
- 22) Repair and labour costs other than the cost of half an hours' roadside labour at the scene of the **breakdown**;
- 23) The use of specialist equipment if the vehicle has modifications which impede the usual method of recovery;
- 24) Storage charges;
- 25) A breakdown which occurs:
  - a) Prior to the start date of this policy or within the first 48 hours of the start date of this policy;

- b) Prior to the date the **vehicle** was placed on cover
- c) before the policy was upgraded;
- 26) More than 1 **callout** for Bronze cover, and 2 callouts in **territorial limits (Europe)** for the Platinum cover in any one **period of insurance**.
- 27) Claims totalling more than £3,500 in any one **period of insurance**:
- 28) Any costs or expenses not authorised by claims administrator;
- 29) Any Ignition faults within the first 14 days from the inception of this policy unless you have previously held like for like policy without any gap between covers with another supplier.
- 30) Any battery faults within the first 7 days from the inception of this policy unless you have previously held like for like policy without any gap between covers with another supplier.
- 31) The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidental costs;
- 32) Expenses incurred prior to a claim being agreed and authorised by **us**.
- 33) Charges made by any other company (including police recovery) other than the roadside agent's costs, a car hire agency' or accommodation charges which have been authorised by us.
- 34) Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
- 35) Any costs that would have been incurred if no claim had arisen;
- 36) Any false or fraudulent claims;
- 37) The cost of alternative transport other than to your destination and a return trip to collect your repaired vehicle:
- 38) The cost of fuel, oil or insurance for a hire **vehicle**;
- 39) 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;
- 40) Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired;
- Any damage or loss to **your vehicle** or its contents and any injury to **you** or any third party caused by **us** or the **roadside agent**;
- 42) We will not pay for any losses that are not directly covered by the terms and conditions of this policy, including (but not limited to), the cost of collecting your vehicle from a repairer or for costs incurred by you having to take time off work due to a breakdown;
- 43) Failure to comply with requests by us or the claims administrator concerning the assistance being provided;
- 44) A request for service following any intentional or wilful damage caused by **you** to **your vehicle**;



- 45) Fines and penalties imposed by a court;
- 46) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 47) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation
- 48) Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 49) Claims arising from any consequence, howsoever caused, by computer viruses, including but not limited to a computer virus resulting in electronic data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form usable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

# ADDITIONAL EXCLUSIONS APPLYING TO THE EUROPEAN ASSISTANCE

The **insurer** will not pay for claims arising from or associated with:

- Service where repatriation costs exceed the market value of the **vehicle**;
- 2) The cost of recovery from a European motorway exceeding £150;
- 3) Repatriation to the UK within 96 hours of the original **breakdown**, regardless of ferry or tunnel bookings for the home-bound 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;
- 5) Any claim where the **duration** of a single trip is planned to or subsequently exceeds 90 days

#### **CLAIMS CONDITIONS**

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

- If we have not received details of your cover prior to assistance being required, we will assist you however before assistance can be provided we will take a payment on a credit or debit card for the estimated cost of the assistance. If we subsequently receive confirmation that you have adequate cover the funds will be refunded. If we receive confirmation that you do not have adequate cover, we will take payment for any uninsured costs;
- You must remain with or nearby the vehicle until help arrives, provided it is safe to do so;
- You must ensure personal possessions are removed from the vehicle prior to your vehicle being recovered;
- 4) If a callout is cancelled by you and a roadside agent has already been dispatched, a callout will still be deducted from your policy. We recommend that you 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;
- 5) **We** may charge **you** for any costs incurred as a result of incorrect location details being provided to **us**;
- 6) We may 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 controllers or the roadside agent.
- 7) Your vehicle must be registered at and ordinarily kept at an address within the **territorial limits (UK)**;
- 8) **Your vehicle** must have a valid MOT certificate, if it is required to have one;
- The vehicle must be covered under a valid motor insurance policy at all times;
- 10) Vehicles must be located within the territorial limits(UK) when cover is purchased and commences;
- 11) You must provide proof of outbound and inbound travel dates if we request them;
- 12) We will only pay ferry and toll fees within the territorial limits (UK);
- 13) If **we** can repair **your vehicle** at the roadside, **you** must immediately pay for any parts supplied and fitted by debit or credit card;



- 14) If the vehicle is recovered to a garage that can repair the vehicle within the terms stated, the repair must be carried out there. You must have adequate funds to pay for the repair immediately. If you do not have funds available, any further service related to the claim will be refused;
- 15) **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **you** do not have funds available, any further service related to the claim will be refused:
- 16) 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 benefit we have paid out from you in order to pay for the uninsured service;
- 17) **We** may refuse to provide a service if **you** have an outstanding debt with **us**;
- 18) If you have a right of action against a third party, we reserve the right to recover any costs incurred by us and you must co-operate with us in doing so;
- 19) If you are covered by any other insurance policy for any costs incurred by us, you must claim these costs from the insurer and reimburse us. We reserve the right to claim back any costs that are recoverable through a third party.
- 20) Our roadside agents must comply with the relevant law and regulations limiting the number of hours they can drive. Regular breaks and 'changeovers' may be required when transporting your vehicle.
- 21) **We** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided, under any circumstances;
- 22) This policy is not transferable to another person;
- 23) If the **vehicle** is unroadworthy in the opinion of **our** roadside agent due to lack of maintenance, **we** may terminate **your** policy immediately by notifying **you** by letter to **your home address**, unless **you** are able to provide up to date servicing records.

### **AUTOMATIC RENEWAL**

To make sure you continue to be covered after the expiry date of **your** policy, Ping Insure will automatically renew your insurance, as long as you have chosen this option when purchasing **your** policy.

Automatically renewing **your** policy means Ping Insure will keep your payment details securely on our files so that we can take your premium at your next renewal. We will contact you 30 days before your renewal date to remind you that a payment will be debited. If you do not want to renew your policy or require to change any of your details, please let us know at least 14 days before your renewal date

If you have not selected the automatically renew option, we will still contact you 30 days prior to the expiry of your policy advising you of the renewal price plus how to arrange for your policy to be renewed.

#### CANCELLATION

We hope you are happy with the cover this policy provides. However, if you decide that for any reason, this Policy does not meet your insurance needs then please return it to your administrator within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing **your administrator** however no refund of premium will be payable.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

#### CUSTOMER SERVICE/COMPLAINTS

It is our intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance



or the handling of a claim, You should follow the Complaints Procedure below:

If **your** complaint is regarding sale of the policy please contact the **administrator** who sold you the policy

If **your** complaint is regarding the handling of a claim please contact the **claims administrator**:

National Breakdown

The Old Clock House,

Odsal Road,

Bradford, West Yorkshire,

BD6 1AQ

Telephone: 01274 271 054

In all correspondence, please state that **your** insurance is provided by UK General Insurance Ltd and quote scheme reference 06666A

**Unresolved Complaints** 

If **your** complaint cannot be resolved by the end of the next working day, it will be passed to:

The Customer Relations Manager, UK General Insurance limited, Cast House, Old Mill Business Park, Gibraltar Island Road,

Leeds,

LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,

Exchange Tower,

Harbour Exchange Square,

London, E14 9SR.

Tel: 0800 023 4567 or 0300 123 9123 from a mobile. Email: complaint.info@financial-ombudsman.org.uk Website: www.finanical-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward **your** complaint to the correct Alternative

Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

#### **GOVERNING LAW**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

#### **CONSUMER INSURANCE ACT**

You must take reasonable care to:

- a) Supply accurate and complete answers to all the questions your (administrator / agent) may ask as part of your application for cover under the policy
- To make sure that all information supplied as part of your application for cover is true and correct
- c) Tell **your** (administrator / agent) of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions your (administrator / agent) ask when you take out, make changes to and renew your policy. If any information you provide is not accurate and complete, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

If **you** become aware that information **you** have given **your** (administrator / agent) is inaccurate or has changed, **you** must inform them as soon as possible.

# **FRAUD**

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- Fails to reveal or hides a fact likely to influence the cover **we** provide;
- Makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
  - Makes a claim for any loss or damage you caused



deliberately or with your knowledge;

• If your claim is in any way dishonest or exaggerated,

**We** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about **your** health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

#### **COMPENSATION SCHEME**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet its financial responsibilities. The FSCS will meet 90% of **your** claim, without any upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk.

#### UK GENERAL'S FULL PRIVACY NOTICE

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at http://ukgeneral.com/privacy-policy or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

## **UK GENERAL INSURANCE LTD PRIVACY NOTICE**

**We** are UK General Insurance Ltd, referred to as "we/us/our" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is **Z7739575**. This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "you/your" in this notice.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

# WHY DO WE PROCESS YOUR DATA?

The provision of **your** personal data is necessary for **us** to administer **your** insurance **policy** and meet our contractual requirements under the **policy**. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

#### WHAT INFORMATION DO WE COLLECT ABOUT YOU?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.