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Gold Breakdown Policy Home and Roadside (Europe)

**Emergency 24 hour telephone number
0800 804 6155**

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CONTRACT OF INSURANCE

Introduction

Thank you for purchasing European Motor Breakdown Assistance Plus Insurance from Legal Protection Group Limited.

This insurance will provide emergency assistance following a **breakdown** or a **misfuel** occurring to the **insured vehicle** including:

- | | |
|--|--|
| <ul style="list-style-type: none">• The insured vehicle has broken down at home• Recovery to a suitable garage• Urgent message service• Lost or broken keys | <ul style="list-style-type: none">• Emergency roadside repairs• Onward travel• The insured vehicle being filled with the wrong fuel• Driver illness or injury during a planned journey |
|--|--|

This is **your** European Motor Breakdown Assistance Plus policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which emergency assistance services are provided and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions or make a claim.

Our obligation to you

In return for **you** paying or agreeing to pay the premium and following a **breakdown**, a **misfuel** or any other event which is covered by this insurance:

- a)** **we** will arrange the emergency assistance services shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b)** the **insurer** will pay the costs of providing the emergency assistance services which **we** have agreed to.

Provided that:

- (i)** the **breakdown, misfuel** or other event claimed for happens in the **territorial limit (UK)** (in respect of **insured incidents 1-7**) or in the **territorial limit (Europe)** (in respect of **insured incidents 8-11**);
- (ii)** the **breakdown, misfuel** or other event claimed for is reported to **us** upon discovery and within the **period of insurance**; and
- (iii)** an **insured person** agrees to use an **authorised repairer** selected by **us** and agrees to **our** or the **authorised repairer's** decision on the most suitable means to deal with the **breakdown, misfuel** or any other event which is covered by this insurance.

Legal Protection Group Limited and Legal Claims Group Limited Head and Registered Office

Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Legal Claims Group Limited company number 11033103. Website: www.legalprotectiongroup.co.uk

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Somerset Bridge Insurance Services Limited (firm reference number 477112). Somerset Bridge Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This European Motor Breakdown Assistance Plus Insurance is underwritten by Alwyn Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

Information regarding your policy

Extent of cover

This insurance is designed to cover small emergency repairs at the scene of the **breakdown** in order to get the **insured vehicle** moving again and **does not cover** the cost of spare or replacement parts. Any repairs which cannot be carried out at the scene of the **breakdown are not covered** under this insurance and are subject to a separate contract between an **insured person** and the **suitable garage** or any other contractor.

Maximum number of claims covered

We will cover the **insured vehicle** for a maximum of six **call-outs** during any one **period of insurance**. Once this limit is reached, **we** will cancel this insurance with immediate effect.

Minimising the risk of a motor vehicle breakdown

This insurance is **not** designed to provide cover for matters which can be prevented through routine general maintenance or servicing. The following checks and any subsequent remedial action can help prevent a **breakdown** from happening:

- | | |
|---|---|
| <ul style="list-style-type: none">• Annual servicing of the insured vehicle• Checking tyre pressure and tread depth | <ul style="list-style-type: none">• Checking engine oil and coolant levels• Checking the fuel level before a journey |
|---|---|

What to do if you need to make a claim

In the event of a **breakdown**, **misfuel** or other event covered under this insurance, an **insured person** should contact **our** dedicated emergency assistance helpline straightaway on **0800 804 6155** (if calling from the United Kingdom) or **+44 1206 812704** (if calling from outside of the United Kingdom). If the **insured vehicle** has **broken down** on a motorway and where safe to do so, please use the emergency phone which connects directly to the Police and give them the above emergency assistance helpline number.

If the person reporting the claim is deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, policy number, the **insured vehicle's** registration and **your home** postcode to **+44 7537 404890**.

If the **insured vehicle** has **broken down** on a European motorway or public road, the **authorised repairer** may not be able to provide assistance and an **insured person** may need to obtain help via the SOS phones. The local recovery services will tow the **insured vehicle** to a safe place but the **insured person** will be required to pay the costs of this service immediately. The **insured person** can then contact **us** for further help. The **insurer** will pay a maximum of £150 (in accordance with the exchange rate at the time of the claim) towards the costs of providing this recovery service, subject to **us** being supplied with a valid receipt or invoice.

This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please note the following important information:

- Be ready to provide the **insured vehicle's** registration and its location and supply as much information as possible about the fault which will help **us** to give the best possible advice and decide on the most appropriate form of assistance.
- If the **insured vehicle** has **broken down** in the **territorial limit (Europe)**, regulations are different and it may take longer than usual for an **authorised repairer** to attend the scene of the **breakdown**. As well as detailed information concerning the location of the **insured vehicle**, **we** will also need details of booking arrangements and whether the **trip** is inbound or outbound. Once all required information is supplied, **we** will liaise with the European network and keep an **insured person** updated. The **insured person** must remain contactable at all times to avoid delays.
- Under no circumstances should an **insured person** instruct a contractor or incur any costs before **we** have agreed to help as the **insurer** will not pay any costs incurred without **our** agreement.
- The **authorised repairer** will always aim to arrive within the timescales given to an **insured person** but this may not be always be possible and weather or traffic conditions or excessive demand could adversely affect these timescales. **We** will always let the **insured person** know of any delays as soon as possible.
- We** will not provide cover if the **breakdown**, **misfuel** or other event claimed for happens or was known about before the start date of this insurance or within 24 hours of the start date if this insurance is taken out separately to another insurance policy (such as **your** car insurance).
- If **we** are unable to cover an **insured person's** claim, then **we** may still be able to arrange for an **authorised repairer** to provide assistance, subject to the extent of service required, but this will be under a separate agreement between **you** and the **authorised repairer** and all costs will be **your** responsibility.

Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

authorised repairer	An appropriate independent technician, appointed by us , to attend the scene of the breakdown, misfuel or other event claimed for.
breakdown / broken down	An event which results in the insured vehicle becoming immobilised or unsafe to drive due to: a) unexpected mechanical or electrical failure; b) fire, theft, attempted theft, malicious damage or damage caused by a collision (where your motor insurer does not cover the insured vehicle for such assistance); c) puncture, flat battery or running out of fuel; or d) losing or breaking the keys to the insured vehicle .
call-out	The deployment of an authorised repairer to the insured vehicle .
fuel drain and flush	The process of emptying or draining incorrect fuel from the fuel tank and cleansing the engine to remove any residual contaminated fuel that could cause further damage to the insured vehicle .
home	The private residence that you permanently live at which is located in the territorial limit (UK) .
insured person	a) You and any person authorised to drive the insured vehicle at the time of the breakdown . b) Up to six passengers who are in the insured vehicle at the time of the breakdown .
insured vehicle	a) The motor vehicle which is insured by the motor insurance policy to which this insurance attaches and which must not exceed any of the following specifications: (i) maximum weight of 3.5 metric tonnes, including any load being carried; (ii) maximum length of 5.5 metres; (iii) maximum width of 2.3 metres; and (iv) maximum height of 3 metres. b) Any attached caravan or trailer as long as it is fitted with a standard towing hitch and does not exceed 7 metres in length.
insurer	Alwyn Insurance Company Limited.
misfuel / misfuelled	Accidentally putting petrol into the tank of a diesel-fuelled insured vehicle or accidentally putting diesel into the tank of a petrol-fuelled insured vehicle .
period of insurance	The period of time covered by this policy as shown in your schedule and any further period(s) this insurance is renewed for.
suitable garage	An appropriately qualified mechanic or garage which is suitable for the type of repair required for the insured vehicle .
territorial limit (Europe)	Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Islands, Channel Islands (for non-residents), Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man (for non-residents), 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 limit (UK)	The United Kingdom of Great Britain and Northern Ireland, the Isle of Man (for residents only) and the Channel Islands (for residents only).
trip	A journey to the territorial limit (Europe) which starts and ends in the territorial limit (UK) and lasts for a period of no more than 90 days.
we, us, our	a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer . b) Legal Claims Group Limited, who administer all claims under this insurance on behalf of the insurer .
you, your	The person named in the schedule who has purchased this insurance and who is a permanent resident within the territorial limit (UK) .

Insured incidents

Insured incident 1 – Home Start, Roadside Assistance and Recovery

What you are covered for	What you are not covered for
<p>a) Home Start and Roadside Assistance Following a breakdown in the territorial limit (UK), we will arrange for an authorised repairer to attend the scene of the breakdown and the insurer will pay the call-out fees and up to one hour's labour costs to carry out emergency repairs to make the insured vehicle driveable.</p> <p>b) Recovery If, in the opinion of the authorised repairer, the insured vehicle cannot be fixed within one hour of the authorised repairer attending the scene of the breakdown, we will arrange and the insurer will pay the cost of the authorised repairer taking the insured vehicle and an insured person(s) to:</p> <ul style="list-style-type: none">(i) the nearest suitable garage; or(ii) your home, as long as it is closer than the location of the suitable garage. <p><i>Please note that we will only arrange for both the insured vehicle and an insured person(s) to be taken to a single destination and not to multiple destinations.</i></p>	

Insured incidents (continued)

Insured incident 2 – Onward Travel

*This cover only applies if the **insured vehicle** cannot be fixed on the same working day as the **breakdown** happens. We will decide which of these benefits is the most appropriate, which will depend on the circumstances, location and time of the **breakdown** and which is deemed by **us** to be the most cost effective option.*

What you are covered for	What you are not covered for
<p>We will arrange and the insurer will pay the costs of one of the following options:</p> <p>a) Recovery to your home or original destination</p> <p>(i) taking the insured vehicle and an insured person(s) to your home; or</p> <p>(ii) taking the insured vehicle and an insured person(s) to your original intended destination within the territorial limit (UK), as long as it is closer than the location of your home;</p> <p><i>Please note that we will only arrange for both the insured vehicle and an insured person(s) to be taken to a single destination and not to multiple destinations; or</i></p> <p>b) Temporary car hire</p> <p>a suitable hire car up to 1600cc, which we deem appropriate for your requirements, for a period of up to 24 hours to allow an insured person(s) to complete their original journey within the territorial limit (UK) or to return home;</p> <p><i>Please note that the insured person must comply with the hire company's terms, conditions and licensing requirements and will be responsible for the cost of fuel, insurance and other ancillary charges; or</i></p> <p>c) Overnight accommodation</p> <p>transporting an insured person(s) to hotel or bed and breakfast accommodation within the territorial limit (UK) for one night's stay (including breakfast) whilst the insured vehicle is being repaired;</p> <p><i>Please note that the most the insurer will pay is £75 (including VAT) per person subject to a maximum total amount of £500 (including VAT).</i></p>	

Additional conditions applying to b) Temporary car hire and c) Overnight accommodation

- (i) Before arranging these services, authorisation must be obtained from **us** or from the **authorised repairer**.
- (ii) The **breakdown** must have happened at least 20 miles from **your home**.
- (iii) The **insured vehicle** must be repaired at the nearest **suitable garage** to the scene of the **breakdown**.
- (iv) These services may be offered on a pay/claim basis which means that an **insured person** must initially pay the costs of the services which have been authorised by **us** or the **authorised repairer**. These costs will then be reimbursed, subject to the maximum amount payable and subject to receipt of all valid invoices, receipts or other proof of payment. A claim form may also need to be completed.
- (v) Where necessary, the **insurer** will also reimburse up to £150 (including VAT) towards the reasonable cost of alternative transport for one person to return to the **suitable garage** and collect the **insured vehicle** once it has been repaired. Authorisation must be obtained from **us** or from the **authorised repairer** and the costs will only be reimbursed upon receipt of all valid receipts or other proof of payment.

Insured incidents (continued)

Insured incident 3 – Urgent Message Service

What you are covered for	What you are not covered for
If an insured person wishes, we will pass on up to three messages to family, friends or work colleagues to let them know that the journey has been delayed due to a breakdown or a misfuel .	

Insured incident 4 – Misfuel Assistance

What you are covered for	What you are not covered for
<p>If the insured vehicle is misfuelled in the territorial limit (UK), we will arrange and the insurer will pay up to £250 (including VAT) for one of the following:</p> <p>a) an authorised repairer to carry out a fuel drain and flush where the misfuel happened; or</p> <p>b) taking the insured vehicle and an insured person(s) to the authorised repairer's nearest base to carry out a fuel drain and flush.</p> <p>In both a) and b) above, the authorised repairer will also fill the fuel tank with up to 10 litres of correct fuel to enable the insured person to continue their original journey.</p> <p><i>Please note that following a misfuel the insured vehicle must not be driven or the engine started or left running as by doing so this may cause significant damage to the insured vehicle.</i></p>	Any repairs needed following damage caused to the insured vehicle as a consequence of a misfuel or any damage which could not be rectified following a fuel drain and flush .

Insured incident 5 – Lost or Broken Keys

What you are covered for	What you are not covered for
If the keys to the insured vehicle are unexpectedly broken or lost or locked inside the insured vehicle and there is no immediate access to a spare set, we will arrange and the insurer will pay the cost of an authorised repairer to take the insured vehicle to a secure storage area or to your home , whichever is closer.	The cost of repairing or replacing broken or lost keys.

Insured incident 6 – Driver Illness or Injury

What you are covered for	What you are not covered for
<p>If an insured person is taken ill or suffers an injury away from your home, within the territorial limit (UK), which results in them not being able to continue the original journey and no other insured person is authorised to drive the insured vehicle, we will arrange and the insurer will pay the cost of an authorised repairer or a driver to take the insured vehicle and any insured person(s) to complete the original journey, within the territorial limit (UK), or return to your home.</p> <p><i>Please note that:</i></p> <p>(i) <i>we will only arrange for the insured vehicle and the insured person(s) to be taken to a single destination and not to multiple destinations; and</i></p> <p>(ii) <i>we may require written confirmation from a treating hospital or medical professional to certify that the insured person is not fit to drive the insured vehicle.</i></p>	

EUROPE COVER

If **you** have opted for and agreed to pay the premium for **Europe Cover**, **insured incidents** listed under **1-6** above are also included, along with the **insured incidents** listed below. Please also refer to the **What to do if you need to make a claim** section of this policy and also note that additional limitations apply to **Europe Cover**.

Important information: Due to local regulations and customs, please ensure that the **insured vehicle's** V5C registration certificate (log book) is taken with **you** during the **trip** along with **your** driving licence and the driving licences of any **insured person** who intends to drive the **insured vehicle** during the **trip**. The **insurer** is not liable for any costs incurred if copies of the V5C registration certificate or driving licences are not immediately available.

INSURED INCIDENTS

Insured incident 7 – Pre-departure Cover

What you are covered for	What you are not covered for
<p>Following a breakdown in the territorial limit (UK) which occurs no more than seven days prior to the date a pre-booked trip is due to commence, the insurer will reimburse up to £500 (including VAT) for one of the following options:</p> <p>a) Temporary car hire A suitable hire car, which we deem appropriate for your requirements, for the benefit of carrying out the pre-booked trip; <i>Please note that an insured person must comply with the hire company's terms, conditions and licensing requirements and will be responsible for the cost of fuel, insurance and other ancillary charges; or</i></p> <p>b) Rebooking costs The additional cost of rebooking the original sea crossing or Eurotunnel ticket, to the nearest available date once the insured vehicle is repaired, where the intended trip was missed as a result of the breakdown;</p> <p>Please note that:</p> <p>(i) you must contact us and obtain authorisation to incur these costs as soon as you know that the insured vehicle may become unavailable for the trip;</p> <p>(ii) you must pay the costs of the hire vehicle or rebooking, which will be reimbursed as long as you provide evidence of the duration of the trip along with a valid receipt for the hire vehicle and/or copies of the original sea crossing or Eurotunnel tickets;</p> <p>(iii) you must provide evidence from a suitable garage which confirms the exact repairs required for the insured vehicle and that those repairs cannot be made before the trip is due to commence.</p>	<p>(i) Any breakdown which happens within the first 10 days of the start date of this insurance.</p> <p>(ii) Where an actual or imminent breakdown is discovered or diagnosed during the course of a service or MOT conducted less than 10 days prior to the planned departure date of the trip.</p>

Insured incidents (continued)

Insured incident 8 – European Roadside Assistance and Recovery

Important note: if the **insured vehicle** has **broken down** on a European motorway or major public road, the **authorised repairer** may not be able to provide assistance and an **insured person** may need to obtain help via the SOS phones. The local recovery services will tow the **insured vehicle** to a safe place but the **insured person** will be required to pay the costs of this service immediately. The **insured person** can then contact **us** for further help. The **insurer** will pay a maximum of £150 (in accordance with the exchange rate at the time of the claim) towards the costs of providing this recovery service, subject to **us** being supplied with a valid receipt or invoice.

What you are covered for	What you are not covered for
<p>a) European Roadside Assistance</p> <p>Following a breakdown in the territorial limit (Europe), we will arrange for an authorised repairer to attend the scene of the breakdown and the insurer will pay the call-out fees and up to one hour's labour costs to carry out emergency repairs to make the insured vehicle driveable.</p> <p>b) European Recovery</p> <p>If, in the opinion of the authorised repairer, the insured vehicle cannot be fixed within one hour of the authorised repairer attending the scene of the breakdown, we will arrange and the insurer will pay the cost of the authorised repairer taking the insured vehicle and an insured person(s) to the nearest suitable garage.</p> <p><i>Please note that we will only arrange for both the insured vehicle and an insured person(s) to be taken to a single destination and not to multiple destinations.</i></p>	

Insured incidents (continued)

Insured incident 9 – European Onward Travel

This cover only applies if, in the opinion of the authorised repairer, the insured vehicle cannot be fixed on the same working day as the breakdown happens.

We will decide which of these benefits is the most appropriate, which will depend on the circumstances, location and time of the breakdown and which is deemed by us to be the most cost effective option.

What you are covered for	What you are not covered for
<p>We will arrange and the insurer will reimburse the costs of one of the following options:</p> <p>a) Temporary car hire in Europe up to £500 (including VAT) towards the costs of a suitable hire car up to 1600cc, which we deem appropriate for your requirements, to allow an insured person(s) to continue the trip whilst the insured vehicle remains immobilised and is being repaired;</p> <p><i>Please note that the insured person must comply with the hire company's terms, conditions and licensing requirements and will be responsible for the cost of fuel, insurance and other ancillary charges; or</i></p> <p>b) Overnight accommodation in Europe where an insured person(s) is not able to stay at their pre-booked accommodation in the territorial limit (Europe), transporting an insured person(s) to local hotel or bed and breakfast accommodation for one night's stay (including breakfast), whilst the insured vehicle is being repaired;</p> <p><i>Please note that the most the insurer will pay is £150 (including VAT) per person subject to a maximum total amount of £1,000 (including VAT).</i></p>	

Additional conditions applying to insured incident 9 – European Onward Travel

- (i) Before arranging these services, authorisation must be obtained from us or from the authorised repairer.
- (ii) These services may be offered on a pay/claim basis which means that an insured person must initially pay the costs of the services which have been authorised by us or the authorised repairer. These costs will then be reimbursed, subject to the maximum amount payable and subject to receipt of all valid invoices, receipts or other proof of payment. A claim form may also need to be completed.
- (iii) Where necessary, the insurer will also reimburse up to £200 (including VAT) towards the reasonable cost of alternative transport for two people to return to the suitable garage and collect the insured vehicle once it has been repaired. Authorisation must be obtained from us or from the authorised repairer and the costs will only be reimbursed upon receipt of all valid receipts or other proof of payment.

Insured incidents (continued)

Insured incident 10 – European Repatriation

This cover only applies if, in the opinion of the authorised repairer, the insured vehicle cannot be fixed within 48 hours of the authorised repairer attending the scene of the breakdown or cannot be fixed before the intended departure date, whichever is due to happen last.

What you are covered for	What you are not covered for
<p>We will arrange and the insurer will pay the costs of taking the insured vehicle and an insured person(s) to your home or, if you prefer and if it is closer, the original destination of your trip.</p> <p>Please note that:</p> <p>(i) <i>the insured vehicle and the insured person(s) will only be taken to the same destination and not to separate destinations;</i></p> <p>(ii) <i>the insurer will not pay any costs which exceed the market value of the insured vehicle in its condition following the breakdown. In such circumstances and where the cost of the claim is expected to exceed the insured's vehicle market value, the insurer reserves the right to pay you the market value of the insured vehicle and will only pay the costs of transporting the insured person(s) to the agreed destination. You will then be responsible for all storage costs and any costs incurred in arranging disposal of the insured vehicle.</i></p>	<p>(i) Repatriation if the insured vehicle can be repaired but an insured person does not have sufficient funds or means to pay for the repair.</p> <p>(ii) Repatriation to the territorial limit (UK) within 48 hours of the breakdown occurring, regardless of any sea crossing or Eurotunnel bookings for the return journey to the territorial limit (UK) or pre-arranged appointments in the territorial limit (UK).</p>

Insured incident 11 – Delivering Replacement Parts to Europe

What you are covered for	What you are not covered for
<p>Where the insured vehicle has broken down in the territorial limit (Europe) and the replacement parts needed to repair the insured vehicle are not available locally, we will arrange and the insurer will pay the costs of delivering the replacement parts to the suitable garage in order for the repair to be completed.</p> <p>Please note that:</p> <p>(i) <i>We will only arrange delivery once you have confirmed that the replacement parts have been paid for;</i></p> <p>(ii) <i>we will try to source the replacement parts needed but cannot guarantee their availability, particularly in respect of older or specialised vehicles; and</i></p> <p>(iii) <i>we will try to dispatch the replacement parts as quickly as possible but cannot guarantee when these will arrive and delays may occur during weekends or public holidays.</i></p>	<p>The actual cost of replacement parts and any customs duty (the insurer will only pay the cost of delivering the parts).</p>

Additional limitations applying to Europe Cover

<p>(i) Unless otherwise agreed by us in writing, the insured vehicle must be less than 15 years old when you first purchase this insurance and when this insurance is subsequently renewed.</p> <p>(ii) The maximum amount the insurer will pay for any one breakdown occurring in the territorial limit (Europe) is £3,000 (including VAT).</p> <p>(iii) The insured vehicle must be registered and ordinarily kept in the territorial limit (UK).</p> <p>(iv) The insured vehicle must be located within the territorial limit (UK) at the time this insurance is purchased and starts.</p> <p>(v) Any trip must not be planned to exceed 90 days.</p>

General exclusions applying to the whole policy

There is no cover for:

1) Claims arising before or within 24 hours of this insurance starting

Any claim where the **breakdown, misfuel** or other event claimed for happened or was known about:

- a) before this insurance started; or
- b) within the first 24 hours of the start date of this policy if this insurance is taken out separately to any other insurance policy (e.g. **your** car insurance policy).

2) Costs incurred and action taken which we have not authorised

- a) Any costs incurred:
 - (i) before **we** have been notified of a **breakdown, misfuel** or other event claimed for; and/or
 - (ii) which **we** have not authorised or for work not carried out by an **authorised repairer**.
- b) Action taken by an **insured person** which **we** or the **authorised repairer** have not agreed to.

3) Failure to maintain the vehicle

- a) Any **breakdown** which would have been prevented through routine servicing of the **insured vehicle** or where the **insured vehicle** has not been kept in a roadworthy condition including, but not limited to, insufficient levels of oil and coolant or a failure to replace parts on discovery of a fault.
- b) Any subsequent **call-out** for symptoms related to a claim under this insurance which has been made within the last 28 days (*this exclusion does not apply if the **insured vehicle** was fully repaired at a **suitable garage**, declared fit to drive by the **authorised repairer** or is in transit to a pre-booked appointment at a **suitable garage***).

4) Overloaded vehicles, excess passengers or no valid insurance or documents

Any claim where at the time of the **breakdown, misfuel** or other event claimed for, the **insured vehicle**:

- a) is overloaded or carrying more than the permitted number of passengers it was designed to carry according to the manufacturer's specifications; and/or
- b) was not insured or did not have a valid MOT certificate, vehicle registration documents or vehicle tax (if the **insured vehicle** is exempt, an application for vehicle tax must still have been made).

5) Labour, repair and storage costs

- a) Any labour costs or costs to repair the **insured vehicle** (other than those carried out by an **authorised repairer** which **we** have agreed at the scene of the **breakdown** or in a claim following a **misfuel**).
- b) Any storage costs an **insured person** is liable to pay whilst the **insured vehicle** is being repaired.

6) Spare or replacement parts

The cost of any spare or replacement parts, components, lubricants or materials needed to fix the **insured vehicle**.

7) Ferry, toll, parking or congestion charges

The cost of ferry crossings (in respect of **insured incidents 1-6**), tolls, parking or congestion charges.

8) Rallying, racing or use for hire or reward

Any claim where the **insured vehicle** is used for:

- a) rallying, motor racing, off-roading (away from public roads), track days, speed or duration testing; and/or
- b) transporting passengers or goods or courier services or any other use in return for payment.

9) Failure to carry a serviceable spare wheel

Costs incurred in addition to a standard **call-out** where service cannot be undertaken at the roadside due to the **insured vehicle** not carrying a serviceable spare wheel, aerosol repair kit, wheel jack or the appropriate mechanisms for unlocking the wheels (*this exclusion does not apply to motorcycles or scooters*).

10) Broken glass, windscreens, windows and faulty locks

The cost of repairing or replacing broken glass, windscreens or windows, sunroofs or faulty locks (**we** will arrange for recovery of the **insured vehicle** if the fault occurs during the course of the journey and it compromises safety and security).

11) Non-standard recovery and inaccessible vehicles

- a) The cost of specialist recovery vehicles or specialist lifting or winching equipment required to recover the **insured vehicle** (this may happen in situations where the **insured vehicle** is involved in an accident, is stuck in snow, ice, sand, mud or water or is stranded off the public highway and standard recovery equipment cannot be used).
- b) Where the **authorised repairer** is unable to get to the **insured vehicle** (this may happen if the **insured vehicle** is stranded off-road or is on private land or property which the **authorised repairer** is not authorised to access).

General exclusions applying to the whole policy (continued)

There is no cover for:

12) Losses not directly covered by this insurance

The **insurer** is not liable for any costs which are not directly covered by this insurance (this includes but is not strictly limited to loss of earnings if the **breakdown**, **misfuel** or other event claimed for results in absence from work or leads to missed flights or connections).

13) Damage to the insured vehicle or its contents

Any claim resulting from damage caused by an **authorised repairer** in gaining access to the **insured vehicle** or during the course of providing assistance services under this insurance.

14) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

General conditions applying to the whole policy

An **insured person** must keep to these conditions as failure to do so may lead to **us** refusing a claim or cancelling this insurance (please refer to **condition 8**).

1) An insured person's obligations

An **insured person** must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent a claim from occurring under this policy and to avoid incurring any unnecessary costs;
- c) co-operate fully with **us** and the **authorised repairer** and provide honest and accurate information at all times;
- d) accept **our** or the **authorised repairer's** decision on the most suitable means of help to provide following a **breakdown**, **misfuel** or any other event claimed for;

You must:

- e) ensure that the **insured vehicle** is regularly serviced and kept in a roadworthy condition which includes maintaining proper levels of oil and coolant and replacing any failing parts on discovery of a fault;
- f) ensure that a fault is fixed as soon as possible following a **breakdown** in order to prevent the same fault from recurring and resulting in a further **breakdown**.

2) Our rights

We can reclaim the cost of emergency assistance from an **insured person** if **we** have agreed to provide emergency assistance following a **breakdown**, **misfuel** or any other event claimed for but it is subsequently established that the request for emergency assistance was not covered by this insurance.

3) Liability for additional costs and disruption in service

- a) The **insurer** will only pay costs agreed by **us** in providing the emergency assistance services described in this policy. Any subsequent repairs or costs charged by a **suitable garage** or any other garage or contractor are not covered under this insurance and are subject to a separate agreement between an **insured person** and that **suitable garage** or other garage or contractor.
- b) **We** and an **authorised repairer** will make every effort to provide the emergency assistance services described in this policy but cannot be held responsible for any liability arising from a failure to provide these services in circumstances which are beyond **our** or the **authorised repairer's** reasonable control, such as severe weather conditions or delays caused by public holidays which may result in a **suitable garage** in the **territorial limit (Europe)** being closed.

4) Transporting animals

The **authorised repairer** will only transport animals at their discretion and any transportation will be at an **insured person's** own risk. The **insured person** may also be charged the costs of any specialist recovery (for example a horsebox).

General conditions applying to the whole policy (continued)

5) Other insurance and apportionment of costs

If the costs of any emergency assistance covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

6) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service as long as **you** are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by **you** and **us**. If **we** are not able to agree on the appointment of an arbitrator with **you**, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require **you** or the **insurer** to pay the costs.

7) Your cancellation rights

a) Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later. If **you** wish to exercise this right, **you** must notify the person who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as an **insured person** has not made a claim under this insurance during the current **period of insurance**.

b) Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. As long as an **insured person** has not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the person who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the person who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges.

8) Our cancellation rights

a) Exceeding the maximum number of call-outs permitted

We will always cancel this insurance once the sixth **call-out** in any one **period of insurance** has been dealt with.

b) General

We can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) an **insured person** has failed to co-operate with **us** or an **authorised repairer** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance;
- (ii) where **we** or an **authorised repairer** have reason to believe that the **insured vehicle** is not roadworthy due to lack of maintenance (unless valid servicing records can be supplied).

c) Fraudulent or dishonest claims

If **we** have evidence that an **insured person** has made a fraudulent, dishonest or exaggerated claim, or has deliberately misled **us** or an **authorised repairer** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any costs paid in respect of that claim which the **insurer** otherwise would not have paid.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

9) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

10) Choice of law and Acts of Parliament

a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.

b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

General information

The insurer

This insurance is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from an **insured person** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about an **insured person** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send an **insured person's** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose an **insured person's** personal data to any other person or organisation without their consent.

You can find full details of **our** privacy policy on **our** website www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

An **insured person** has a right to obtain information **we** hold about them. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

If an **insured person** has a concern about the way **we** have handled their personal data, then they have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: **0303 123 1113** (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

General information (continued)

What to do if you have a complaint

We are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong. **We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** complaints@legalprotectiongroup.co.uk
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ**

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a service provider, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

After we have investigated the complaint:

We will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months*.

If we cannot resolve the complaint within 4 weeks:

We will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

If we cannot resolve the complaint within 8 weeks:

We will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months*.

*If **you** do not refer **your** complaint within the six month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** complaint.info@financial-ombudsman.org.uk
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect your right to take legal action.

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

Registered in England and Wales, company number 10096688

www.legalprotectiongroup.co.uk

Twitter: @LegalProGroup

