

Your Contract of Insurance – Road Rescue

This insurance is arranged by Smart Sure a trading name of Smart-Sure 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.

Smart-Sure Limited is an appointed representative of Asurit Limited who is authorised and regulated by the Financial Conduct Authority (FCA).

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.

Definitions

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

Administrator:

Smart Sure Limited, 1st Floor, 3-5 Rickmansworth Road, Watford, WD18 0GX, Tel; 03333 449 669

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 electrical or mechanical failure;
- Lack of fuel;
- **Misfuelling** of the **Vehicle**;
- Flat battery; or A puncture to the tyre(s) of the **Vehicle**
- Which immediately results in the **Vehicle** being immobilised or illegal or dangerous to drive.

Callout: The deployment of a **Roadside Agent** to **Your Vehicle**.

Claims Administrator: National Breakdown

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 cover level 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**.

Misfuelling Mistakenly putting petrol in the fuel tank of a diesel engine **Vehicle**, or diesel in the fuel tank of a petrol engine **Vehicle**

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 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)/European: 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.

Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

United Kingdom: England, Scotland, Wales and Northern Ireland.

Vehicle: The motor Vehicle detailed within **Your** policy schedule.

Waiting Period: The first 72 hours from the inception of **Your** policy.

We/Us/Our/Insurer: UK General Insurance Limited, who is an insurers' agent and in the matters of a Claim, act on behalf of Great Lakes Insurance SE.

You/Your/Yourself: The person named on the policy schedule as the holder of this policy.

Cover Provided

One Rescue - Roadside Assistance & Recovery + National Recovery + 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.

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 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** taken to.

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

Bronze Cover - Roadside Assistance & Local 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 20 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 provided this is 20 miles or less from the scene of the **Breakdown**

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** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

Silver Cover - Roadside Assistance & Recovery + Nationwide Recovery + Home Assist

If **You** have opted and paid for Silver Cover, it includes all the same benefits as the Basic Cover, with the addition of **Home Assist** and **National Recovery**

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**.

If, in the opinion of the **Recovery Operator**, they are unable to repair **Your Vehicle** at the roadside, **We** will arrange and pay for **Your Vehicle** and up to 6 passengers to be recovered to the nearest garage which is able to undertake the repair.

Any recovery must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Call out** charges.

If **Your Vehicle** requires recovery, **You** must immediately inform **Our** rescue controller of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** is at **Your** own risk.

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**.

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** (Only applicable to **Territorial Limits (UK)**).

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 submit the original receipts for reimbursement to the Claims Administrator 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**

Gold Cover - Roadside Assistance & Recovery + Nationwide Recovery + Home Assist + Europe

If **You** have opted and paid for Gold Cover, it includes all the same benefits as Silver 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 48 hours or 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)**.

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.

General Exclusions

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

- 1) The transportation of horses or livestock;
- 2) Any **Excess** payable on a **Claim**
- 3) Any **Claim** within the **waiting period** of the policy
- 4) a) 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
b) **Breakdowns** or **Accidents** to the caravan or trailer itself;
- 5) A **Callout** where glass or windscreens have been damaged;
- 6) **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;
- 7) **Breakdowns** caused by failure to maintain the **Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water;
- 8) Costs incurred in addition to a standard **Callout** for the cost of supplying a spare wheel and tyre if:
 - i) **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;
- 9) Costs incurred in respect of **Specialist Equipment**, additional manpower and/or recovery vehicles;
- 10) 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;
- 11) Overloading of the **Vehicle** or carrying more passengers than it is designed to carry;
- 12) **Vehicle** faults which have not been remedied or repaired by a suitable garage where **You** have requested a **Callout** within the last 28 days;
- 13) 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**;

- 14) Any **Vehicle** which is not listed on **Your** policy schedule as being eligible for **Breakdown** cover;
- 15) A **Breakdown** following use of the **Vehicle** for:
 - i) Motor racing;
 - ii) Rallies;
 - iii) Rental/ hire;
 - iv) Public hire;
 - v) Private hire;
 - vi) Courier services; or
 - vii) Racing, off road driving, rallies, track days, duration or contest or speed trials or practice for any of these activities;
- 16) a) Minibuses, commercial **vehicles**, motorhomes, horseboxes, or limousines;
b) **Vehicles** exceeding 3,500 kg (3.5 tonnes) gross **Vehicle** weight;
c) **Vehicles** more than 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high;
- 17) Assistance if the **Vehicle** is in an illegal condition, untaxed, uninsured or unroadworthy;
- 18) Assistance if the **Vehicle** breaks down in a place **We** cannot access or will be dangerous or illegal to transport;
- 19) The cost of any parts, components or materials used to repair the **Vehicle**;
- 20) Repair and labour costs other than the cost of half an hours' roadside labour at the scene of the **Breakdown**;
- 21) The use of **Specialist Equipment** if the **Vehicle** has modifications which impede the usual method of recovery;
- 22) The cost of draining or removing contaminated fuel;
- 23) Storage charges;
- 24) A **Breakdown** which occurs:
 - a) Prior to the start date of this policy or within the first 72 hours of the start date of this policy;
 - b) Prior to the date the **Vehicle** was placed on cover, or
 - c) before the policy was upgraded;
- 25) More than 6 **Callouts** for Silver and Gold Covers, 4 **Callouts** for the Bronze Cover or 1 **Callout** for One Rescue cover in any one **Period of Insurance**.
- 26) Claims totalling more than £2,500 in any one **Period of Insurance**;
- 27) Any costs or expenses not authorised by **Claims Administrator**;
- 28) The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidental costs;
- 29) Expenses incurred prior to a Claim being agreed and authorised by **Us**.
- 30) Charges made by any other company (including police recovery) other than the **Roadside Agents** costs, a car hire agency' or accommodation charges which have been authorised by **Us**.
- 31) Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
- 32) Any costs that would have been incurred if no Claim had arisen;
- 33) Any false or fraudulent Claims;
- 34) The cost of alternative transport other than to **Your** destination and a return trip to collect **Your** repaired **Vehicle**;
- 35) The cost of fuel, oil or insurance for a hire **Vehicle**;
- 36) 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;
- 37) Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired;
- 38) 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**;
- 39) **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**;
- 40) Failure to comply with requests by **Us** or the **Claims Administrator** concerning the assistance being provided;
- 41) A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**;
- 42) Fines and penalties imposed by a court;
- 43) Any direct or indirect consequence of war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to **property** by or under the order of any government, local or public authority;
41. Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matterLoss or damage caused by irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
42. 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 useable 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:

- 1) 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 48 hours of the original **Breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **You** have made within the UK;
- 4) 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

Advice in the event of a Breakdown

- Pull as far off the road as **You** can.
- Switch on **Your** hazard lights.
- Call **Us** on **03333 449 247** in the **United Kingdom** or on **0044 3333 449 247** 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.

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 1AQ. Telephone: **03333 449 247**

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.

- 1) 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 ask to take a charge from a credit or debit card for the estimated cost of the assistance. If **We** subsequently receive confirmation that **You** have adequate cover the reserved funds will be returned back to the card you paid from. If **We** receive confirmation that **You** do not have adequate cover, **We** will take payment for any uninsured costs;
- 2) **You** must remain with or nearby the **Vehicle** until help arrives, provided it is safe to do so;
- 3) **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;
- 9) 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.

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
- e) **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 Insurance (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 288488

In all correspondence, please state that **Your** insurance is provided by UK General Insurance Ltd and quote scheme reference 06603A

If **Your** complaint cannot be resolved by the end of the third 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.
Website: www.financial-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.

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 are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct
- c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make

changes to and renew **Your** policy. If any information You provide is not complete and accurate, 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.

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; or
- 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.

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.

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling Claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.