

# CBC Breakdown Cover



European Breakdown Cover with assistance by Intana.

Policy Section	Cover Limit	What is Not Covered
<b>Cover for motoring within Europe</b> <i>Includes cover within a one mile radius of the Home Address</i>		
Section 1 – Cover prior to departure	£750	⊗ Any incident within 48 hours of purchase.
Section 2 – Roadside Assistance	£250	⊗ Trips solely within the UK Area.
Section 3 – Replacement parts dispatch	£600	⊗ roadside labour charges in excess of one hour.
Section 4 – Break In	£175	⊗ any labour charges incurred at the repairer's premises.
Section 5 – Vehicle out of use	£750	⊗ the cost of Replacement Parts or other materials used in the repair.
Section 6 – Alternative Driver	No limit	⊗ toll and sea transit charges for the Insured Vehicle.
Section 7 – Repatriation	Vehicle market value	⊗ any winching costs or the use of specialist off-highway-recovery equipment.
Section 8 – Customs Regulations	No limit	⊗ more than three call-outs during each Period of Insurance.
		⊗ anything mentioned in the general exclusions.
		⊗ repatriation of vehicle occupants injured in an accident involving the Insured Vehicle.

## Thank You for purchasing CBC Breakdown Cover with assistance by Intana.

Your certificate of insurance shows the sections of the policy You have chosen, the vehicle that is covered and any special terms or conditions that may apply. Your policy does not cover everything. You should read this document carefully to make sure it provides the cover You need.

If there is anything You do not understand You should call CBC on 01483 347355 or write to CBC at Eversure Limited, Bury House, 1-3 Bury Street Guildford, GU2 4AW.

Intana will provide the services and benefits described in this policy:

- during the Period of Insurance
- for the Insured Vehicle
- within the Geographical Limits
- following payment of the premium
- based on the details You have supplied and subject to the following terms, conditions, and exclusions, together with any applicable endorsements, all of which We recommend You read carefully, to ensure this policy meets Your individual requirements.

You should read these documents carefully. If You are unsure whether something is covered or excluded, please contact CBC.

**Important information** - The insurance operates on the basis that You will have had Your vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing it for a journey. Will a routine service fall due before the end of Your intended trip? Or, are there any parts on Your vehicle that You are aware may need replacing before the end of Your trip? If so, You should have Your vehicle serviced to allow sufficient time to carry out any repairs necessary. Don't forget that repairs abroad will disrupt Your trip, may not be practicable within Your travel timescale, and could cost You significantly more than in the UK. Keep proof of regular servicing in Your vehicle, with Your handbook or travel documents. If You call Us for assistance, and Our mechanic reports to Us that it is evident You have not maintained Your vehicle in a state fit to complete Your intended journey, You will have to pay all the costs arising from Our intervention.

**Service provider and insurer** - The benefits and services under this policy are provided by Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perry Mount Road, Haywards Heath, West Sussex RH16 1DN, whose registered Head Office is located at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. Registered in England and Wales No. 00758979. Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. This policy is underwritten by Astrenska Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FCA Register number 202846). You can check this on the FCA's register by visiting the Website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Governing law:

This insurance is effected in England and is subject to the Laws of England and Wales.

### Standard of workmanship

Intana will monitor the progress of Your assistance but cannot be responsible for the repair work provided by a garage, dealer, or tradesman.

### Financial Services Compensation Scheme

Collinson Insurance Services Limited and Astrenska Insurance Limited are both covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website.

## What to do if You Breakdown

In the event of an Insured Incident, first check the circumstances are covered by this policy. Having done this, telephone Intana stating Your name and policy details. Remember, to comply with the policy terms and conditions You must contact Us before incurring any expenses in order to obtain Our prior authorisation.

Outside the UK:

**+44 1206 812 801**

We will then contact the nearest garage to You. On motorways always use the Emergency telephones as these pinpoint Your exact location.

The police may arrange for Your recovery from the motorway. In this case contact Us when You reach an ordinary phone or use a mobile. If the local police call for a recovery vehicle to tow You from the motorway, and You are asked to pay on the spot for this service, You should send Us the original receipt.

Please note that car hire companies impose driver minimum age restrictions and will require sight of a credit / debit or charge card before releasing the vehicle to You.

Please give Us an address or phone number where We can contact You. Many hotels, garages and hospitals have telex or telefax. This number is invaluable as urgent messages can be left at any time of day or night.

We monitor the progress of each case with care and make all the necessary arrangements.

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

### **Making a claim on return home:**

- First, check Your Schedule and the appropriate Section of Your policy to make sure that what You are claiming for is covered.
- Claim forms can be obtained from [www.intana-assist.com/claims](http://www.intana-assist.com/claims). Alternatively, telephone Our Claims Helpline on 01206 812801 to obtain a claim form via email or post, giving Your name and policy number, and brief details of Your claim.
- All claims must be submitted within 28 days of Your return on a policy claims form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant section of Your policy for specific conditions and details of the supporting evidence that We require.
- Please remember that it is always advisable to retain copies of all documents when submitting Your claim form.
- In order to facilitate prompt handling of claims, We may use appointed claims handling agents.
- When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking system method, You will be responsible for supplying Us with the correct bank account details and Your full authority for Us to remit monies directly to that account. Provided that payment is remitted to the bank account designated by You, Intana shall have no further liability or responsibility in respect of such payment, and it shall be Your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to Us.

### **Definitions applying to this policy**

Wherever the following words and phrases appear in this policy they will always have these meanings:

#### **Eligible Vehicles:**

Vehicles under 13 years old, details of which have been supplied to Us, owned by or the responsibility of the Policyholder or his/her immediate family and for which the appropriate premium has been paid and received by Collinson Insurance Services Limited:

- being cars; motorcycles with a cylinder capacity of at least 120cc, motorised caravans; light vans; estate cars; 4x4 sport utility vehicles; towed caravans or trailers of proprietary make;
- not used by You for Hire or Reward;
- not used in the provision of courier services;
- registered in Great Britain and Northern Ireland excluding the Isle of Man and the Channel Islands;
- in good roadworthy condition; maintained and operated in accordance with the manufacturer's recommendations and holds a current valid MOT certificate if applicable;
- each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3500kg, length 7m, height 3m, width 2.25m.

Carrying not more than the number of persons recommended by the manufacturer and for whom seats are available, with a maximum of 7 persons, including the driver. Towed caravans or trailers are not covered unless agreed in writing and the additional premium paid. If the vehicle You are in breaks down while You are towing a caravan or trailer, We will recover the vehicle and the caravan or trailer, as long as the caravan or trailer combined are not more than 8 metres long, 3 metres high and 2.25 metres wide. The vehicle You are travelling in must carry a serviceable spare tyre and wheel, if it is designed to carry one, and a key that will let Us remove a wheel secured by wheel nuts for the vehicle, caravan, or trailer.

#### **European Cover:**

Cover within the European Area (including Your direct journeys between Your Home Address and Your port or international rail terminal).

#### **Geographical limits:**

UK Area comprising Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Excluding Territorial and International waters.

European Area comprising the following countries: Andorra, Austria, , Belgium, Bulgaria, Channel Islands (not covered as a destination for Channel Islands residents) Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

#### **Hire or Reward:**

Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

#### **Home Address:**

The last known address recorded on Our system where Your Vehicle is ordinarily kept.

#### **Insured Incident:**

Mechanical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery, or accidental damage to tyres, occurring during the Period of Insurance, within the Geographical Limits.

In the case of key breakage, keys locked within Your Insured Vehicle, lack of fuel, the use of incorrect fuel, flat tyre, or puncture, We would pay for the roadside assistance and local recovery if appropriate. However, You will be responsible for paying any incremental costs such as lock replacement, new keys, drainage of tank, disposal of wrong fuel, any replacement fuel, and any replacement or repair of tyres.

We do not cover undamaged tyres which have been allowed to run flat or those which are below the legal tread limit and We do not cover punctures where no serviceable spare is available.

Please note: If We are called three times in any one 12-month Period of Insurance for single cover any subsequent incident(s) shall not be insured, and assistance shall be provided on the following basis:

Any motoring-related problem which is not an Insured Incident: We will organise callout of a repairer to render assistance, but the Policyholder will be responsible for paying, directly to the repairer:

- all callout and labour costs, which will be based on Our nationally negotiated scale of charges;
- the cost of Replacement Parts or other materials used in the repair.

#### **Insured Person(s):**

The Policyholder whilst an occupant of the Insured Vehicle, and/or any other authorised occupant of the Insured Vehicle (other than a hitch hiker).

#### **Insured Vehicle:**

The Eligible Vehicle, details of which have been supplied to Us, normally kept at the Policyholder's address shown on the Certificate of Insurance.

**Period of Insurance:**

The period shown on the certificate of insurance. Please note that there is no cover for an Insured Incident within the first 48 hours following Your initial purchase of this policy.

Cover under Section 1 begins up to ten days before You start Your Trip. Legal advice continues to apply for up to a week after You return home. Cover for all other sections applies for the length of each journey.

Please note: during the Period of Insurance You will be covered for journey You undertake in the European Area, on condition that the total period You spend travelling on such journey does not exceed the number of days You purchase.

**Policyholder/You/Your:**

The applicant who has applied for cover, and whose details have been supplied to Us.

**Replacement Parts:**

Those mechanical or electrical components that are essential to return the Insured Vehicle to a roadworthy condition.

**Track Day:**

When Your car is being driven for any reason on a racing track, on an airfield or at an off-road event. Examples of racing tracks that are included in this definition are the Nurburgring in Germany and Cadwell Park in the UK.

**Trip:**

A journey abroad in the Insured Vehicle to the countries of the European Area, commencing and ending in the UK Area, not exceeding 91 consecutive days.

Please note: Cover applies door-to-door, so all the appropriate benefits apply within the UK Area during Your direct journeys between Your Home Address and the port or international rail terminal. You will be asked to demonstrate that You are planning or undertaking a journey abroad, for example by quoting a Channel crossing or accommodation booking reference.

**We/Our/Us:**

Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

## Cover for motoring within the European Area

**Cover applies as described in Sections 1 to 8, including Your direct journeys between Your Home Address and Your port or international rail terminal. Please also see the general conditions and general exclusions applying to all sections.**

Please remember that You will be asked to demonstrate that You are planning or undertaking a Trip abroad, for example by quoting a Channel crossing or accommodation booking reference.

## Section 1 – Cover prior to departure

If the Insured Vehicle is lost, immobilised or rendered unroadworthy as a result of breakdown, accident, fire or theft occurring during the seven days immediately preceding Your arranged date of departure for a Trip, and it cannot be repaired or is not recovered prior to the arranged date of departure, We will pay up to £750 in total under this Policy to enable You to continue Your originally planned Trip. We will pay for the following:

The hire of a suitable replacement vehicle, where available, for the purpose of carrying out the original Trip (including rental charge, collision damage waiver and any necessary drop-off charge). Please note: You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider).

OR

The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing).

Any claim involving the hire of a replacement vehicle must have Our prior approval. You must contact Us as soon as You know Your vehicle may be unavailable for the planned Trip.

Your claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of Your vehicle;
- precise details of the breakdown or damage;
- breakdown, when occurring, was sudden and unforeseen;
- repairs cannot be effected before the date planned for You to begin Your Trip.

**What is not covered:**

- any claim resulting from breakdown, accident, fire or theft if You have purchased this cover less than TEN days before the planned date of departure of Your Trip.
- any claim when actual or imminent breakdown of Your vehicle is discovered or diagnosed in the course of a service carried out less than TEN days prior to Your planned date of departure.
- loss of use of a vehicle hired to You.
- the cost of fuel and oil used in any replacement vehicle.
- the cost of any personal accident insurance or other benefit not specifically covered under this policy.
- fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- Trips solely within the UK Area.

**Hire Car Important Information:**

Drivers must produce a full valid EEA driving licence with no endorsements held for at least one year (two years if travelling in Spain or Croatia). When collecting Your car, You will need a valid credit card, which must be in the name of the driver. An alternative similar car may be substituted subject to demand. Car hire suppliers may not be open for collection or drop-off on Sundays in some destinations. The provision of an alternative vehicle fitted with a tow bar is subject to availability and therefore cannot be guaranteed. In these circumstances, We will make every effort to ensure Your continued mobility within the financial limits of the policy.

## Section 2 – Roadside assistance

If the Insured Vehicle is immobilised or rendered unroadworthy during the Trip as a result of fire, theft, accidental damage or breakdown, We will arrange and pay up to a maximum under this policy of £250 for roadside assistance and, if necessary, the transportation of the Insured Person(s) and the Insured Vehicle to the nearest repairer. A garage or specialist undertaking repair work (other than at the roadside) will be acting as Your agent for such repair work.

### What is not covered:

- labour charges in excess of £50.
- charges for any labour not incurred at the roadside.
- the cost of Replacement Parts or other materials.
- Trips solely within the UK Area.
- any winching costs or the use of specialist off-highway-recovery equipment.

## Section 3 – Replacement Parts Dispatch

If the Insured Vehicle needs Replacement Parts during a Trip outside the UK Area and these are not available locally, then on receipt of Your instructions We will undertake to obtain them elsewhere, and will pay all freight charges involved in despatching them to the location of the Insured Vehicle. The maximum We will pay under this section will be £600. Please be aware there may be some delay in despatching Replacements Parts.

We will endeavour to provide the Replacement Parts required but We can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate.

We will pay the cost of location and transport of the Replacement Parts. The actual cost of the parts and any Customs Duty must be paid to Us by You by a debit to Your credit or charge card or by a prior deposit of funds in the UK Area.

When You are invoiced for a surcharge subject to the return of the old unit or part, You must return the defective part at Your own expense to the supplier.

If You instruct Us to obtain Replacement Parts and these are not subsequently required, or You do not await their arrival, or You have instructed Us to order incorrect Replacement Parts, You will be responsible for the net cost of such parts, including all forwarding charges arising from their return and also any further delivery charges for the correct part.

If You request a repairing garage or dealer to specify Replacements Parts then the instructions from the garage or dealer will be treated as coming from You.

### What is not covered:

- the actual cost of any parts.
- forwarding charges in excess of the market value of the vehicle.
- forwarding charges for non-essential Replacement Parts.
- any costs that exceed £600.
- Trips solely within the UK Area

## Section 4 – Break-in

In the event of a theft (or attempted theft) of the Insured Vehicle or the contents contained in the Insured Vehicle during the Trip, We will pay up to £175 in total under this Policy, for immediate emergency repairs and/or Replacement Parts, which are necessary to place the Insured Vehicle in a secure condition to continue the Trip.

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

### What is not covered:

- damage to paintwork or other cosmetic items.
- costs incurred following Your return home.
- Trips solely within the UK Area.

## Section 5 – Vehicle out of use

If the Insured Vehicle is lost, immobilised or rendered unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown, and repairs cannot be effected within 24 hours We will pay up to a maximum of £750 in total under this policy for:

- the additional cost of transporting You, with Your luggage, to Your destination by public transport

OR

- for the immediate hire of a replacement vehicle, where and when obtainable whilst the Insured Vehicle remains unserviceable. We will pay for the rental charge of up to a Group C vehicle only, collision damage waiver and any necessary drop-off charge. Please note: You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.
- If We are unable to arrange a suitable replacement vehicle as Your party is too large, or where it is not available under the suppliers hire terms, You will be required to select one of the other two benefits under this section.  
OR ALTERNATIVELY
- cost of local overnight hotel accommodation while You wait for repairs to be completed. We will pay Bed & Breakfast only costs up to a maximum of £125 per Insured Person within the overall limit for this Section, on condition that this cost is additional to, or in excess of, any accommodation costs You had planned to pay if the loss of use of the Insured Vehicle had not occurred.

### What is not covered:

- the cost of fuel and oil used in any replacement vehicle.
- the cost of any optional Personal Accident insurance or other benefit not specifically covered under this policy.
- costs incurred outside the period of the Trip.
- fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- Trips solely within the UK Area.

## Section 6 – Alternative driver

In the event of You being declared medically unfit to drive the Insured Vehicle in the course of a Trip, or having to return home early because of what We agree is a serious or urgent reason, and there is no other Insured Person qualified and competent to drive, We will pay all necessary additional costs incurred to return the Insured Vehicle to the home address in the UK Area. We may elect to provide a qualified driver to drive back the Insured Vehicle and passengers. You will need to provide a medical certificate for the driver before We provide this benefit.

### What is not covered

- a) a breakdown at or within 1 mile from Your home.
- b) anything mentioned in the general exclusions

## Section 7 – Repatriation

If the Insured Vehicle is lost, immobilised or rendered unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown, We will pay:

- The cost of transporting You, with Your hand luggage and valuables, to Your home address in the UK Area if the Insured Vehicle cannot and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of Your return home. The means of transport to be employed shall be at Our discretion and subject to availability.
- The cost of transporting the Insured Vehicle to Your home address or repairer in the UK Area if repairs cannot be carried out abroad (or the insured Vehicle, if stolen, has been recovered but not in a roadworthy condition), by the intended time of Your return home.
- For necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs. OR When agreed in advance by Us, We will pay the cost of one person to travel to the location of the Insured Vehicle by public transport to drive the repaired vehicle to Your home address in the UK Area.

The maximum We will pay under this policy to repatriate the Insured Vehicle will be limited to its current market value in the UK Area. Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the UK Area, and when You confirm to Us that these repairs will be put in hand.

If You are repatriated by Us, We will pay the cost of transporting Your personal possessions, other than hand luggage and valuables, to Your home address either together with or separately from the Insured Vehicle. If a replacement vehicle has been provided, once the vehicle has returned to the Policyholder's Home Address within the UK Area, it will no longer be covered irrespective of whether the original Insured Vehicle is still in the process of repatriation.

### What is not covered:

- a) repatriation of vehicle occupants injured in an accident involving the Insured Vehicle.
- b) Trips solely within the UK Area.

## Section 8 – Customs regulations

If as the result of fire, theft, accidental damage or breakdown occurring outside the UK Area during a Trip:

- The Insured Vehicle is beyond economic repair, We may arrange for its disposal under Customs supervision in the country where it is situated. In this case We will deal with the necessary Customs formalities.
- The Insured Vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or You inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then We will pay Your liability for any duty claimed from You. We will not pay the cost of any other import duties imposed by Customs.

### What is not covered:

- a) the cost of any other import duties imposed by Customs.

## General Conditions

- You must answer all questions about this policy honestly and fully at all times. You must also tell Us straight away if anything that You have already told Us changes. If You do not tell Us, Your policy may be cancelled and any claim You make may not be paid.
- You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this Policy. You must act as if You are not insured. You must take all steps necessary to expedite the completion of repairs, and You shall not abandon the Insured Vehicle or any of its parts to Us without Our authorisation.
- We will not accept liability for expenses incurred without Our prior knowledge or consent and the Emergency Centre must be contacted when an incident arises that may be the subject of a claim. Please telephone Us first.
- We cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured Vehicle at the time of an Insured Incident. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown, would not be covered by this policy.
- You must comply in full with all the terms and conditions of this policy before a claim will be paid. You must make no admission, offer, promise or payment without Our prior consent. In order to benefit from the cover, an Insured Person or member other than the Policyholder must agree to abide by all the relevant terms, conditions, and exclusions of this policy.
- We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
- We are entitled to take over Your rights in the defence or settlement of a claim, or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in such matters. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs
- We may, at any time, pay to You Our full liability under this policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
- If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, We offer You the option of resolving this by Using the arbitration procedure We have arranged. Please see the details shown in the Complaints Procedure. Using this service will not affect Your legal rights.
- If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.
- You will be required to reimburse to Us, within seven days of Our request to You, any costs, or expenses We have paid out on Your behalf which are not covered under the terms of the insurance.
- At the time of a claim, at Our request You must provide evidence of proper servicing of the Insured Vehicle.
- A garage or specialist undertaking repair work on Your instructions and which is not specifically covered under this insurance will be acting as Your agent for such repair work.
- This policy is subject to the laws of England and Wales unless We agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes.
- Service will be provided only to the Insured Vehicle, details of which have been supplied to Us.
- In the event of a valid claim involving Your repatriation from a trip, You shall allow Us the use of any relevant travel tickets You are not able to use because of the claim.
- You must pay the appropriate premium for the full number of days comprising Your planned trip. If Your trip exceeds the number of days for which We offer insurance, then no cover will apply under this policy in respect of those days in excess of this and You will need to make Your own arrangements for assistance.
- If You have a road traffic accident, You must supply Your motor vehicle insurance details to Us when We ask for this information. The incident must be reported to the insurer.
- You must report a change of Insured Vehicle immediately to CBC. This policy only covers the Insured Vehicle registered on Our database. Please have Your policy number; the new registration, make and model of Your new vehicle and the date You wish to make the change. If You do not tell CBC of the new vehicle details, We may not be able to supply You with a service. Please note that there is no cover for an Insured Incident within the first 48 hours following the change of Your Insured Vehicle.

## General Exclusions

No section of this policy shall apply in respect of:

- Insured Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; DIY. dismantling and/or reassembly; and kit cars.
- Any recurring claim due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault.
- Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the Insured Vehicles removal.
- Any Insured Vehicle being used for Hire or Reward; or the carriage of goods for reward; or the provision of courier services; or for motor racing (whether against the clock or other competitors), rallies, speed or duration tests and Track Days or practising for such events.
- The provision of service to Insured Vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which Our agents have no right of access, or on Motor Traders' premises.
- Any Insured Vehicle not in a roadworthy condition at the time cover is effected.
- Any deliberately careless or deliberately negligent act or omission by You.
- Claims arising from loss of or damage to contents of the Insured Vehicle.
- Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: war, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological, or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- Loss or destruction or damage, or any loss or expense whatsoever resulting from:
  - ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
- Delays or failure in delivering service to You due to any extraordinary event or circumstance which are outside Our reasonable control, such as severe weather conditions or industrial action.
- Any expense which at the time of the incurring of such expense is insured by or would but for the existence of this policy be insured by any other existing policy or policies or under any motoring organisation's service or other service.
- Immobilisation of, or damage to, the Insured Vehicle or any component, or travel delay or any subsequent loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
- The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.
- Any direct or indirect loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on Our part can be demonstrated. An example of this would be the loss of wages as a result of an Insured Incident
- Any tolls, fines, parking charges or congestion charges arising under this policy.
- Any winching costs or specialist off-highway-recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move an Insured Vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the Insured Vehicle has been recovered to a suitable location, normal service will be provided.
- The cost of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but it will be Your responsibility to pay for any work carried out.
- Any costs incurred as a result of not carrying a serviceable spare tyre and wheel for the Insured Vehicle, caravan, or trailer, except for those Eligible Vehicles that have not been designed and built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size and/or space saver alternatives.
- Any costs for locksmiths, glass replacement or tyre specialists are Your responsibility.
- Claims arising from faults which Were known to You at the time of applying for this insurance or at any time prior to the commencement of the Period of Insurance.
- Any Insured Incident occurring within 48 hours following Your initial purchase of this policy.
- Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
- Any claim when You have not paid the appropriate premium for the number of days comprising Your planned trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid
- Any claim that is not defined as European Cover.

## Complaints Procedure

Our promise of service: We aim to provide a first-class service at all times. However, If You have a complaint You should contact Us in the first instance at:

If Your complaint relates to the sale of Your policy:	If Your complaint relates to a claim:
CompareBreakdownCover, a trading name of Eversure Limited; Registered address: Eversure Limited Bury House, 1-3 Bury Street, Guildford, Surrey, GU2 4AW  Registered in England no.6751893. Authorised and regulated by the Financial Conduct Authority.	Intana, a trading style of Collinson Insurance Services Limited; Registered address: Quality Department, Intana Sussex House, Perrymount Road Haywards Heath West Sussex RH16 1DN.  Alternatively telephone Us on 01206 771 788 or email Us at customerservices@call-assist.co.uk

We will aim to provide You with a full response within four weeks of the date We receive Your complaint and Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 0234567 or 0300 1239123.

Please note that if You wish to refer this matter to the FOS You must do so within 6 months of Our final decision. You must have completed the above procedure before the FOS will consider Your case.

Your legal rights are not affected.

## Cancellation Rights

We hope You are happy with the breakdown cover You have purchased.

After purchasing, should You decide that the cover provided no longer meets with Your requirements, You have the right to cancel (as if the cover You purchased had never existed) within 14 days of receiving Your cover documentation, and receive a refund of the premium paid.

This right of cancellation does not apply for single trip cover that has already commenced or if You intend to make a claim. For annual cover that has already commenced, You will receive a pro-rata refund of the unused cover.

We may give 14 days' notice of cancellation of this policy by recorded delivery letter to You at Your last known address. In these circumstances, if premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You. If, however, an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

## Data Protection Act 1998 Notice

### How we use the information about you

As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed.

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

### Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that we have with you;
- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.



**How we store and protect your information**

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

**How you can access your information and correct anything which is wrong**

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

- Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)
- Postal Address: Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>