

# CBC Breakdown Cover



European Breakdown Cover with assistance by Allianz Global Assistance.

| Policy Section  | Cover Limit  | What is Not Covered  |
|---|--|--|
| 1. Cover before you leave:<br>a. Breakdown assistance<br>b. Replacement vehicle ( <i>per day</i> )  | a. Unlimited<br>b. £750 (£70)  | <ul style="list-style-type: none"> <li>⊗ The cost of essential spare parts or repair costs at the roadside or garage</li> <li>⊗ any labour charges in excess of one hour</li> <li>⊗ anything caused by the Insured vehicle being used for carrying goods or materials, hire or reward, or motor racing, rallies, speed or other tests.</li> <li>⊗ for single trip policies, vehicles aged 15 years or more at the date of departure.</li> <li>⊗ for annual policies, vehicles aged 15 years or more at the date you buy the policy.</li> <li>⊗ vehicles more than 3,500kg in weight (including any load), 7 metres long, 3 metres high and 2.3 metres wide.</li> <li>⊗ vehicles carrying more than the recommended number of passengers (maximum being 8 including the driver).</li> <li>⊗ vehicles not kept in a safe and roadworthy condition and serviced in accordance with the manufacturer's specifications.</li> <li>⊗ any hotel or bed and breakfast arrangements if your main accommodation is a tent.</li> <li>⊗ the cost of a replacement vehicle if you have already got one under section 1 - cover before you leave.</li> <li>⊗ trips within the United Kingdom, Channel Islands or Isle of Man other than during the direct journeys between your home and your international departure point.</li> </ul> |
| 2. Emergency roadside repairs & getting your vehicle to a garage  | £100   |  |
| 3. Getting you home or helping you continue your journey<br>a. Replacement vehicle ( <i>per day</i> )<br>b. Additional accommodation ( <i>per day</i> )<br>c. Missed ferry/motorail connections   | a. £750 (£70)<br>b. £500 (£40)<br>c. £100                                      |  |
| 4. Spare parts delivered for essential repairs  | £250   |  |
| 5. Damage to the vehicle after theft or attempted theft   | £175   |  |
| 6. Getting the insured vehicle back<br>a. Vehicle storage<br>b. Returning the vehicle   | a. £100<br>b. Insured vehicle market value                                     |  |
| 7. Collecting the insured vehicle from Continental Europe<br>a. Vehicle collection<br>b. Vehicle storage  | a. £400<br>b. £100   |  |
| 8. If there is no qualified driver available for the insured vehicle<br>a. Transporting Home<br>b. Vehicle storage<br>c. Additional accommodation ( <i>per day</i> )  | a. Insured vehicle market value<br>b. £100<br>c. £500 (£40)                    |  |
| 9. Customs duty cover<br>a. Vehicle disposal<br>b. Duty cost  | a. Insured vehicle market value<br>b. £250                                     |  |
| 10. Guarantee of Spanish bail deposits  | £1,000   |  |
| 11. Legal expenses<br>a. Judicial hearing in Continental Europe<br>b. Judicial hearing in United Kingdom  | £10,000<br>a. £1,000<br>b. £500  |  |
| <b>Annual multi-trip policy features</b><br>a. Maximum vehicle age at date of purchase<br>b. Maximum period per trip<br><b>Single trip policy features</b><br>a. Maximum vehicle age at date of departure<br>b. Maximum period per trip | a. Under 15 years old<br>b. 31 days<br><br>a. Under 15 years old<br>b. 90 days |  |

## Thank You for purchasing CBC Breakdown Cover with assistance by Allianz Global Assistance.

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 Us on 01483 347355 or write to Us at Eversure Limited, Bury House, 1-3 Bury Street Guildford, GU2 4AW.

### Demands and Needs Statement

This insurance is typically suitable for those who wish to insure themselves for motor Breakdown whilst travelling in Continental Europe. You may already possess alternative insurance(s) for some or all of the features and benefits provided by this product. It is Your responsibility to investigate this. Eversure Limited have not provided You with any recommendation or advice about whether this product fulfils Your specific insurance requirements.

### Important Information

**The Insurer** - This insurance is arranged by Voyager Insurance Services Ltd and underwritten by AWP P&C SA and is administered in the United Kingdom by Allianz Global Assistance. Allianz Global Assistance is a trading name of AWP Assistance UK Ltd. Registered in England No 1710361. Registered office: PO Box 74005 60 Gracechurch Street, London EC3P 3DSAWP P&C SA is duly authorised in France and the United Kingdom and authorised and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority. Details about the extent of Our authorisation and regulation by the Financial Conduct Authority are available from Us on request. This insurance is sold by Eversure Limited, trading as CBC. Eversure Limited, AWP Assistance UK Ltd and Voyager Insurance Services are authorised and regulated by the Financial Conduct Authority (FCA). These details can be checked on the Financial Services Register by visiting the FCA's website on [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768. Allianz Global Assistance

### 24-hour Motoring Breakdown Service

The assistance provided by this policy is operated by Allianz Global Assistance.

If You suffer a Breakdown during Your Journey, please tell Us as quickly as possible using the following number;

**From within the UK: 020 8666 9351.**

**From outside the UK: +4420 8666 9351**

You can call 24 hours a day, 365 days a year. Please tell Us where You are, Your policy number and say that You are covered with CBC Breakdown Cover.

Whilst every effort will be made to provide the assistance services detailed in this policy, there may be occasions where due to circumstances beyond Our control or due to the location of the Breakdown, certain services may not be available.

If We are unable to verify Your policy cover with Eversure Limited immediately, We may need to take a credit or debit card number in order to provide the required assistance. No payment will be taken without the prior authority of the card holder.

acts as an agent for AWP P&C SA for the receipt of customer money, settling claims and handling premium refunds. Voyager Insurance Services Ltd acts as an agent for AWP P&C SA for the receipt of customer money and handling premium refunds.

**The Financial Services Compensation Scheme** - For **You** added protection, the **Insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **Insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance provides protection for 90% of the claim, with no upper limit. Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 020 7741 4100 or by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk).

**How your policy works** - **Your** policy and certificate of insurance is a contract between **You** and **Us**. **We** will pay for any claim **You** make which is covered by this policy and happens during the **Period of insurance**. Unless specifically mentioned the benefits and exclusions within each section, apply to the **Insured vehicle**. **Your** policy does not cover all possible events and expenses. Certain words have special meanings as shown under the heading 'definitions'. These words have been highlighted by the use of bold print throughout the policy document.

**Information you need to tell us** - There is certain information that **We** need to know as it may affect the terms of the insurance cover **We** can offer **You**. **You** must, to the best of **Your** knowledge, give accurate answers to the questions **We** ask when **You** buy **Your** policy. If **You** do not answer the questions truthfully it could result in **Your** policy being invalid and could mean that all or part of a claim may not be paid.

If **You** think **You** may have given **Us** any incorrect answers, or if **You** want any help, please call 01483 347355 as soon as possible and **We** will be able to tell **You** if **We** can still offer **You** cover.

**Auto Route Restrictions** -If assistance is required on a French auto route, and certain auto routes in some other European countries, **You** must use the official SOS boxes at the side of the road in order to arrange initial recovery. **You** will be connected to the authorised motorway assistance service because the roads are privatised and **We** are prevented from assisting on them. **You** should call **Us** at the earliest opportunity so that **We** can arrange for the most appropriate assistance once **Your** vehicle has been recovered from the auto route. Any costs incurred for recovery from the auto route can be claimed back from **Us**.

**Before You Travel** - This policy for motor **Breakdown** is an assistance only service. Please contact **Your** motor insurance company to check the level of cover provided when **You** are abroad and whether a Green Card is required. When the motoring **Breakdown** service has provided a replacement vehicle, **You** will be expected to leave a cash or credit card deposit and produce a clean driving licence. Please make yourself aware of relevant driving regulations abroad.

**Extending the Period of Cover** - **We** will automatically extend the period of cover free of charge for up to 14 days if **You** cannot get **Home** from **Continental Europe** before the insurance ends because the public transport on which **You** are travelling as a passenger is delayed. After 14 days **You** will need to apply for extra motor **Breakdown** insurance.

**Governing Law** - Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning the policy the English courts shall have exclusive jurisdiction.

**Contracts (Rights of Third Parties) Act 1999** - **We**, the **Insurer** and **You** do not intend any term of the agreement to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

**Renewal of your insurance cover** - If **You** have annual multi-trip cover, **Your** policy will automatically renew at the expiry of **Your Period of insurance**, upon receipt of **Your** renewal premium, unless **You** inform **Us** otherwise. **You** may stop **Your** automatic renewal at any time by contacting Eversure Limited prior to the expiry date on **Your** certificate of insurance.

If **We** do not receive **Your** renewal premium within 14 days of the expiry date on **Your** certificate of insurance, **Your** cover under the terms of this policy will automatically cease at the expiry date on **Your** certificate of insurance.

Eversure Limited will send **You** a renewal notice prior to the expiry of the **Period of insurance** as shown on **Your** certificate of insurance. The terms of **Your** insurance cover and the premium rates may be varied by **us** at the renewal date. **We** will give **you** at least 21 days written notice before the renewal date should this happen.

## Making a claim

For all **Breakdown** claims please contact **Us** as quickly as possible **Using** the numbers above.

For all legal expenses claims please request a claim form by contacting **Us** as quickly as possible **Using** the following number;

**From within the UK: 020 8603 9804**

**From outside the UK +4420 8603 9804.**

**You** can also write to:

Allianz Global Assistance,  
International Motor Operations Department,  
102 George Street,  
Croydon,  
CR9 6HD.

Please supply **Us** with **Your** name, address and policy number and say that **You** are covered with CBC Breakdown Cover.

**You** should fill in the claims form and send it to **Us** as soon as possible with all the information and documents **We** ask for. **You** must send original documents as proof of what **You** have paid. **We** do not accept photocopies.

**You** will need to obtain some information about **Your** claim while **You** are away. Below is a list of the documents **We** will need in order to deal with **Your** claim.

**For all claims:**

- **Your** original **Journey** booking invoice(s) and travel documents showing the dates and times of travel.
- original receipts and account for any expenses **You** have to pay.
- original bills or invoices **You** are asked to pay.
- details of any other insurance **You** may have that may cover the same loss.
- as much evidence as possible to support **Your** claim.

**Legal expenses**

- detailed account of the circumstances surrounding the event (including photographs and video evidence if this applies) within 90 days of the event causing **Your** claim.
- any writ, summons or other correspondence received from any third party. Please note that **You** should not reply to any correspondence from a third party without **Our** written consent.
- full details of any witnesses, providing written statements where available.

## Definitions applying to this Policy

Throughout this policy and certificate of insurance, the words and phrases listed below have the meanings given next to them and are printed in bold.

### Appointed adviser

means any solicitor or appropriately qualified person, firm or company, including **Us**, appointed to act for **You**, according to the terms of this policy.

### Breakdown

means electrical or mechanical **Breakdown**, road accident, damage or destruction by fire or attempted theft, loss of keys or puncture where the driver is physically unable to change the wheel, which means the **Insured vehicle** cannot be moved.

### Continental Europe:

means **You** are covered for trips to countries within the following areas provided **You** have paid the appropriate premium as shown on **Your** certificate.

**Zone 1:** Belgium, France, Luxembourg, Netherlands, Republic of Ireland

**Zone 2:** Andorra, Austria, Bulgaria, Canary Islands, Czech Republic, Denmark, Estonia, Finland, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Madeira, Monaco, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City.

This policy does not cover trips within the **United Kingdom**, Channel Islands or Isle of Man other than during the direct **Journeys** between **Your Home** and **Your** international departure point.

### Home

means the place **You** usually live in the **United Kingdom**.

### Insured event

means;

- **You** defence if **You** are prosecuted for a motoring offence committed, or alleged to have been committed, by **You** arising solely in connection with the use of the **Insured vehicle**.
- a claim brought by **You** for the pursuance of an uninsured loss claim against a negligent third party where **You** are involved in any road traffic accident causing:
  - death or bodily injury to **You** whilst in or getting in to or out of the **Insured vehicle**, and
  - damage to the **Insured vehicle**.

### Insured vehicle

means the vehicle shown on the certificate of insurance, which must be:

- a car, motorcycle over 150cc, motorised caravan, minibus, light van, estate car or 4x4 sport utility vehicle registered in the **United Kingdom**. Towed caravans or trailers are not covered unless agreed in writing by **Us** and the extra premium paid.
- less than 15 years old at the date **You** buy the policy (for annual policies) and less than 15 years old at the date of departure (for single trip policies).
- not more than 3,500kg in weight (including any load), 7 metres long, 3 metres high and 2.3 metres wide.
- not carrying more than the recommended number of passengers (maximum being 8 including the driver).
- kept in a safe and roadworthy condition and serviced in accordance with the manufacturer's specifications.

### Insurer

means AWP P&C SA.

### Journey

means a trip that takes place during the **Period of insurance** which begins when **You** leave **Home** and ends when **You** get back **Home**, whichever is earlier.

- For single trip cover, **You** will only be covered for one specific trip. Any other trip which begins after **You** get back is not covered. A trip which is booked to last longer than 90 days is not covered.
- For annual multi-trip, cover is for short trips of 31 days or less per trip only. There is absolutely no cover offered by this policy whatsoever for trips which are longer than the 31 days per trip. This would include not insuring **You** for any part of a trip that is longer than 31 days in duration.

### Legal action

means work carried out to support a claim that **We** have agreed to. This includes settlement negotiations, hearings in a civil court, arbitration and any appeals resulting from such hearings other than an application by **You**;

- to the European Court of Justice, European Court of Human Rights or similar international body, or
- to enforce a judgment or legally binding decision. Legal costs means fees, costs and expenses (including Value Added Tax or the equivalent local goods and services tax) which **We** agree to pay for **You** in connection with **Legal action**. Also, any costs which **You** are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs **We** agree to pay.

### Period of insurance

means the cover under section 1 - cover before **You** leave begins 7 days before the beginning of **Your Journey** (but not before **Your** policy was issued) and ends at the beginning of **Your Journey**. The cover for all other sections starts at the beginning of **Your Journey** and finishes at the end of **Your Journey**. All cover ends on the expiry date shown on **Your** certificate of insurance, unless **You** cannot finish **Your Journey** due to a **Breakdown** or theft covered by this policy. In these circumstances **We** will extend cover free of charge until **You** can reasonably finish that **Journey**.

### Relative

means **Your** mother (in-law), father (in-law), step parent (in-law), sister (in-law), brother (in-law), wife, husband, son (in-law), daughter (in-law), step child, foster child, grandparent, grandchild, uncle, aunt, nephew, niece, cousin, partner (including common law and civil partnerships) or fiancé(e).

### Resident

means a person who has their main **Home** in the **United Kingdom** and has not spent more than six months abroad during the year before the policy was issued.

### United Kingdom, UK

means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

**We, our and us**

means AWP Assistance UK Ltd trading as Allianz Global Assistance which administers the insurance on behalf of the **Insurer**.

**You, your and person(s) insured**

means any person in the **Insured vehicle** on the **Journey**.

**Section 1 - Cover Before You Leave****What each insured vehicle is covered for**

In the event of a **Breakdown** occurring to the **Insured vehicle** within 7 days before **Your Journey** begins (but not before the date **Your** policy was issued) **We** will do the following;

**Assistance**

Arrange assistance at **Your Home** or the roadside and recovery to the nearest repairer (if required).

**Replacement vehicle**

**We** will arrange and pay up to the amount shown in the benefits schedule for a replacement vehicle if;

- the **Insured vehicle** cannot be repaired or recovered prior to the start of **Your Journey**, or
- the **Insured vehicle** is stolen within 7 days before **Your Journey** begins (but not before the date **Your** policy was issued) and not recovered or replaced prior to **Your Journey**.

**What each insured vehicle is not covered for****Under assistance**

- a. any repairs to the **Insured vehicle** that are not described in this section.
- b. any **Insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.
- c. any **Insured vehicle** which has a recurring electrical or mechanical fault.
- d. any help or payment if the **Breakdown** service cannot get to **Your Insured vehicle** because of bad weather.
- e. the cost of essential spare parts or repair costs at a garage.

**Under replacement vehicle**

- a. the cost of any personal accident insurance.
- b. the cost of any fuel or oil used.

**Please note**

- **We** will try to provide a vehicle of similar size to the **Insured vehicle** subject to availability. Unfortunately motorcycles, motor caravans, minibuses, tow bars, caravans and trailers cannot be provided.
- if **You** have a replacement vehicle, **You** must meet the requirements of the car hire company. For example, these could include **Your** age, putting down cash or credit card deposits and having a clean relevant driving licence.

Please refer to sections general exclusions, conditions and making a claim that also apply.

**Section 2 - Emergency roadside repairs and getting your vehicle to a garage****What each insured vehicle is covered for**

In the event of a **Breakdown** occurring to the **Insured vehicle** during **Your Journey** **We** will arrange assistance at the roadside and recovery to the nearest repairer (if required) up to the amount shown in the benefits schedule.

**What each insured vehicle is not covered for**

- a. any repairs to the **Insured vehicle** that are not described in this section.
- b. any **Insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.
- c. any **Insured vehicle** which has a recurring electrical or mechanical fault.
- d. any help or payment if the **Breakdown** service cannot get to **Your Insured vehicle** because of bad weather.
- e. the cost of essential spare parts or repair costs at a garage.
- f. The cost of essential spare parts at the roadside

Please refer to sections general exclusions, conditions and making a claim that also apply.

**Section 3 - Getting you home or helping you continue your journey****What each insured vehicle is covered for**

**We** will help arrange and pay for the following if during **Your Journey** **You** cannot use the **Insured vehicle** for at least 8 hours because of theft or **Breakdown** and it cannot be repaired or recovered within that time.

**Replacement vehicle or additional transport costs**

Up to the amount shown in the benefits schedule for the cost of hiring a replacement vehicle or the necessary additional transport costs to enable **You** to;

- a. continue to **Your Journey** destination and back again to collect the **Insured vehicle** after the repair has been done, or
- b. return to **Your Home** in the **United Kingdom**. (vehicle hire may be extended to the UK whilst **Your Vehicle** remains in **Continental Europe**)

Additional transport costs may be formed from from one or a combination of:

- a. Contribution towards car hire costs up to £70 per day
- b. Air fares (economy)
- c. Rail fares (standard)
- d. Local taxi fares
- e. Any other transport equivalent to 2nd class rail fares

Please note that the overall limit for additional transport costs is up to £750 per party, per trip.

**Additional accommodation**

For each person insured up to the amount shown in the benefits schedule for additional hotel or bed & breakfast accommodation where the costs are more than what **You** would have had to pay if the **Insured vehicle** did not have a **Breakdown** or had not been stolen.

### Missed ferry/motorail connections

If you miss **Your** ferry or motorail connection as a result of a **Breakdown** where **We** have provided assistance, **We** will pay up to £100 in total towards additional costs incurred in rearranging **Your** connection.

### What each insured vehicle is not covered for

- a. any costs after the **Insured vehicle** is available and can be driven.
- b. the cost of any personal accident insurance.
- c. the cost of any fuel or oil used.
- d. any hotel or bed and breakfast arrangements if **Your** main accommodation is a tent.
- e. any sundry expenses resulting from an incident claimed for under this section. For example telephone or mobile phone calls, faxes, food and drink.
- f. any costs incurred (other than a replacement vehicle) if the **Insured vehicle** has a **Breakdown**, in the **United Kingdom**, on the outward **Journey to Continental Europe** and **You** want to continue with **Your Journey**.
- g. the cost of a replacement vehicle if **You** have already got one under section 1 - cover before **You** leave.
- h. the costs of **You** returning home if the **Vehicle** can be repaired but **You** do not have enough money to cover the repair or choose not to get the repairs done.

### Please note

- **We** will try to provide a vehicle of similar size to the **Insured vehicle** subject to availability. Unfortunately, motorcycles, motor caravans, minibuses, tow bars, caravans and trailers cannot be provided.
- if **You** have a replacement vehicle, **You** must meet the requirements of the car hire company. For example, these could include **Your** age, putting down cash or credit card deposits and having a clean relevant driving licence.

Please refer to sections general exclusions, conditions and making a claim that also apply.

## Section 4 - Spare parts delivered for essential repair

### What each insured vehicle is covered for

**We** will help arrange and pay to send the spare parts, including keys that are lost or stolen, to a specialist repairer, if the **Insured vehicle** has a **Breakdown** in **Continental Europe** and the parts that are needed to repair the **Insured vehicle** are not available locally.

### What each insured vehicle is not covered for

- a. any **Journey** within the **United Kingdom**.
- b. the cost of repairs to the **Insured vehicle**.
- c. the cost of the essential spare parts.
- d. the cost of sending spare parts if **We** have not arranged to take the **Insured vehicle** to a specialist repairer.

Please refer to sections general exclusions, conditions and making a claim that also apply.

## Section 5 - Damage to the insured vehicle after theft or attempted theft

### What each insured vehicle is covered for

**We** will help arrange and pay up to the amount shown in the benefits schedule for the following if there is damage to the **Insured vehicle** caused by it being stolen or someone trying to steal it or **Your** personal possessions, in **Continental Europe**;

- a. temporary emergency repairs, or
- b. replacing parts if they are stolen or someone tried to steal them.

### What each insured vehicle is not covered for

- a. any help or payment where there is no evidence of a forced entry into the **Insured vehicle**.
- b. any help or payment where **You** do not get a police report within 24 hours of the event and send it to **Us**.
- c. damage to paintwork or other accessories.

Please refer to sections general exclusions, conditions and making a claim that also apply.

## Section 6 - Getting the insured vehicle back

### What each insured vehicle is covered for

**We** will help arrange and pay for the following if the **Insured vehicle** has a **Breakdown** or it is stolen.

### Storage costs

The cost of any storage charges up to the amount shown in the benefits schedule for the **Insured vehicle** before it is brought back to the **United Kingdom**.

### Returning the insured vehicle

The cost of getting the **Insured vehicle** to **Your Home** or a repairer in the **United Kingdom** up to the amount shown in the benefits schedule. **We** will provide this cover if any of the following apply;

- local repairs cannot be done.
- local repairs can be done in less than 5 days, but not before the date **You** are due to return to the **United Kingdom**.
- **Your** vehicle is stolen and not found until after the date **You** are due to return to the **United Kingdom**.

### What each insured vehicle is not covered for

- costs which are more than the vehicle's market value in the **United Kingdom**.
- theft of **Your** personal possessions left in or on the **Insured vehicle** when it is being brought back to the **United Kingdom**.
- the costs of **You** returning home if the **Vehicle** can be repaired but **You** do not have enough money to cover the repair or choose not to get the repairs done.

Please refer to sections general exclusions, conditions and making a claim that also apply.

## Section 7 - Collecting the insured vehicle from Continental Europe

### What each insured vehicle is covered for

We will help arrange and pay for the following;

#### Vehicle collection

The necessary cost of travel for one person to travel to and from the **United Kingdom** to collect the **Insured vehicle** up to the amount shown in the benefits schedule.

#### Vehicle storage

The cost of storing the **Insured vehicle** for the necessary time before and after the repair has been done up to the amount shown in the benefits schedule. We will provide this cover if either of the following apply;

- the repairs, following a **Breakdown**, can be done within 5 days but not before **You** are due to return to the **United Kingdom**, or
- the **Insured vehicle** was stolen and is only found after **Your** return to the **United Kingdom** and can be driven legally and is mechanically safe

### What each insured vehicle is not covered for

- any **Journey** within the **United Kingdom**.
- the cost of insurance to cover collecting the **Insured vehicle**.
- You** will still be covered under this motor **Breakdown** insurance policy when the **Insured vehicle** is collected before the end of **Your Journey** as shown on **Your Journey** confirmation.
- We will not cover costs of **You** returning to collect the **Vehicle** if the **Vehicle** could have been repaired but **You** did not have enough money to cover the repair or chose not to get the repairs done.

Please refer to sections general exclusions, conditions and making a claim that also apply.

## Section 8 - If there is no qualified driver available for the insured vehicle

### What each insured vehicle is covered for

We will help arrange and pay for the following:

#### Vehicle storage

Up to the amount shown in the benefits schedule in total for the cost of storing the **Insured vehicle** before it is brought back to the **United Kingdom**.

#### Transporting home

The necessary extra costs of transporting the **Insured vehicle** and **Your** personal possessions to **Your Home**, including providing a replacement driver if required.

#### Additional accommodation

For each person insured up to the amount shown in the benefits schedule for extra hotel or bed & breakfast accommodation where the costs are more than **You** would have paid if there had been a qualified driver, but only until the **Insured vehicle** can be transported. We will provide this cover if either of the following apply;

- because of death, serious injury or serious illness there is no suitable person to drive the **Insured vehicle**, or
- the only qualified driver has to return urgently to the **United Kingdom** because of the death, serious injury or serious illness of the driver's **Relative** or close business associate living in the **United Kingdom**. There must not be time for the qualified driver to return with the **Insured vehicle**.

### What each insured vehicle is not covered for

- any **Journey** within the **United Kingdom**.
- costs if medical evidence of death, injury or illness was not given to **Us** before the arrangements were made.
- any transport not arranged by **Us** (normally **We** provide a qualified driver to drive the **Insured vehicle** back to the **United Kingdom**).
- costs which are more than the vehicle's market value in the **United Kingdom**.
- any hotel or bed & breakfast arrangements if **Your** main accommodation is a tent.
- We** will not cover costs of **You** returning to collect the **Vehicle** if the **Vehicle** could have been repaired but **You** did not have enough money to cover the repair or chose not to get the repairs done.

Please refer to sections general exclusions, conditions and making a claim that also apply.

## Section 9 - Customs duty cover

### What each insured vehicle is covered for

We will help arrange and pay for the following:

#### Vehicle disposal

We will help deal with the customs requirements to dispose of the **Insured vehicle** if it has a **Breakdown** or it is stolen outside the **United Kingdom** during **Your Journey** and it is beyond economical repair.

#### Duty cost

We will pay up to the amount shown in the benefits schedule for the duty cost **You** have to pay because **You** unintentionally fail to;

- take the **Insured vehicle** permanently out of a country in **Continental Europe** within the set time after it is imported, or
- follow the import conditions which allow **Your Insured vehicle** to be imported from **Continental Europe** for a set time without paying duty.

Please refer to sections general exclusions, conditions and making a claim that also apply.

## Section 10 - Guarantee of Spanish bail deposits

### What each insured vehicle is covered for

**We** will help arrange and pay up to the amount shown in the benefits schedule for a guarantee or deposit for bail which the Spanish Authorities may ask for to avoid the **Insured vehicle** or driver being held because of an accident involving the **Insured vehicle**. If **You** lose the guarantee or deposit in any **Legal action** against **You**, **You** must repay the money to **Us** immediately.

Please refer to sections general exclusions, conditions and making a claim that also apply.

## Section 11 – Legal Expenses

**You** can call **Our** 24-hour legal helpline 365 days a year for advice on any motor related legal problem to do with **Your Journey**, arising under the law of England, Wales, Scotland and Northern Ireland.

- **Within your home country: 020 8603 9804 OR text phone 020 8666 9562.**
- **Outside your home country: +44 (0) 208 603 9804 OR text phone +44 (0) 208 666 9562.**

### What each insured person is covered for

#### Legal costs

**We** will pay up to the amount shown in the benefits schedule for legal costs for **Legal action** if an **Insured event** occurs during **Your Journey**.

#### Judicial hearing

If it is necessary for **You** to attend a judicial hearing for an offence, or alleged offence, covered under this policy, **We** will pay for necessary travel costs (but not board and lodging) for **You** to attend such a hearing up to the amounts shown in the benefits schedule.

#### Special conditions to this section

- **You** must conduct **Your** claim in the way requested by the **Appointed adviser**.
- **You** must keep **Us** and the **Appointed adviser** fully aware of all facts and correspondence including any claim settlement offers made to **You**.
- **We** will not be bound by any promises or undertakings which **You** give to the **Appointed adviser**, or which **You** give to any person about payment of fees or expenses, without **Our** consent.
- **We** can withdraw cover after **We** have agreed to the claim, if **We** think a suitable settlement is unlikely or that the cost of the **Legal action** could be more than the settlement.
- **You** must make every effort to assist **Us** and **Your Appointed adviser** in recovering **Our** outlay.

### What each insured vehicle is not covered for

#### Any claim;

- not reported to **Us** within 90 days after the event giving rise to the claim.
- for uninsured loss recovery where **We** think a suitable settlement is unlikely or where the cost of the **Legal action** could be more than the settlement.
- where another **Insurer** or service provider has refused **Your** claim or where there is a shortfall in the cover they provide.
- where **You** have been charged with solvent abuse, alcohol or drugs related offences or dangerous driving.
- arising from parking or fixed penalty offences committed, or alleged to have been committed, by **You**.
- for an **Insured event** occurring while the **Insured vehicle** is being;
  - used for any purpose not permitted by the effective certificate of motor insurance.
  - driven by any person not described in the effective certificate of motor insurance as a person entitled to drive or any person not insured by this policy.
  - driven by a person insured who does not have a valid driving licence to drive the **Insured vehicle** or who has been disqualified from holding or obtaining such a licence.
- against **Us**, the **Insurer**, another person insured or **Our** agent.
- for an application by **You**;
  - to the European Court of Justice, European Court of Human Rights or similar international body, or
  - to enforce a judgment or legally binding decision.

#### Legal costs

- for **Legal action** that **We** have not agreed to.
- incurred before **We** agreed to support the **Legal action**.
- if **You** refuse suitable settlement of **Your** claim.
- if **You** withdraw from a claim without **Our** agreement. If this occurs legal costs that **We** have paid must be repaid to **Us** and all legal costs will become **Your** responsibility.
- that cannot be recovered by **Us**, **You**, or **Your Appointed adviser** when **You** receive any compensation. Any repayment will not be more than half of the compensation **You** receive.
- awarded as a personal penalty against **You** or the **Appointed adviser** (for example not complying with court rules and protocols).
- for **Legal action** in more than one country for the same **Insured event**.
- for **Legal action** if **Your** affairs are in the hands of any insolvency practitioner.

#### Please note

- if **You** have a replacement vehicle from **Us** while the **Insured vehicle** is unavailable as a result of a **Breakdown** covered by this policy it will, for the purposes of this section only, be treated as the **Insured vehicle**.
- **We** will nominate an **Appointed adviser** to act for **You**. If **You** and **We** cannot agree on an **Appointed adviser**, the matter can be referred to an alternative resolution facility.
- where there is a dispute between **You** and **Us** regarding the administration of this section the matter may be referred to an alternative resolution facility such as mediation.

Please refer to sections general exclusions, conditions and making a claim that also apply.

## General Exclusions

1. **We** will not cover **You** for any loss, injury, damage, illness, death or legal liability caused by the following:
  - a. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'état, terrorism, weapons of mass destruction.
  - b. **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials (except where cover is given under section 10 - guarantee of Spanish bail deposits).
  - c. **You** not answering accurately any question(s) **We** have asked **You** at the time of buying this policy, where **Your** answer(s) may have affected **Our** decision to provide **You** with this policy.
  - d. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
  - e. any currency exchange rate changes.
  - f. the failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.
  - g. any epidemic or pandemic.
2. any loss caused as a direct or indirect result of anything **You** are claiming for (unless it says differently in the policy).
3. **We** will not provide cover for any goods, services, advice or arrangements supplied, given or made by **Us**, any **Insurer** providing cover which forms part of this policy, or any agent acting for them. This does not affect **Your** legal rights.
4. **We** will not pay for the following:
  - a. anything caused by the **Insured vehicle** being used for;
    - i. carrying goods or materials, or
    - ii. hire or reward, or
    - iii. motor racing, rallies, speed or other tests.
  - b. anything caused by **You**;
    - i. causing damage or injury on purpose, or
    - ii. breaking the law, or
    - iii. deliberately putting yourself at risk (unless **You** were trying to save another person's life), or
    - iv. being under the influence of alcohol or drugs (other than those prescribed by a registered doctor but not when prescribed for the treatment of drug addiction), or
    - v. not following the laws of the country or its local authorities.

## General Conditions

**We** will act in good faith in all **Our** dealings with **You**. **We** will only pay **Your** claim if **You** meet the following conditions:

1. **You** are a **Resident** of the **United Kingdom**.
2. **You** take reasonable care to protect **Your Insured vehicle** against **Breakdown** or theft and yourself and **Your** property against accident, injury, loss and damage.
3. **You** have a valid policy number.
4. **You** write to **Us** as soon as possible with full details of anything which may result in a claim.
5. **You** send **Us** every writ, summons or other communication to do with a claim as soon as **You** get it.
6. **You** give **Us** all the information and documents **We** need (including details of **Your** household or motor insurance and other information asked for under the 'making a claim' section). **You** must do this at **Your** own expense.
7. **You** do not admit liability or offer to pay any claim unless **You** have **Our** written permission.
8. **You** accept that **We** will not extend the **Period of insurance**
  - for single trip cover if the original policy plus any extensions have either ended, been in force for longer than 90 days or **You** know **You** will be making a claim
  - for annual multi-trip cover beyond the expiry of **Your** policy
9. **You** accept that no alterations to the terms and conditions of the policy apply unless **We** confirm them in writing to **You**.
10. **You** must contact **Our** motoring **Breakdown** service when the **Insured vehicle** has a **Breakdown** or it is stolen. **We** will not provide cover if **We** have not authorised it.
11. **You** must get **Our** authorisation for service costs at the time the **Insured vehicle** has a **Breakdown** or it is stolen. This must be organised by **Us** and carried out according to **Our** instructions.
12. **You** must keep the **Insured vehicle** in a safe and roadworthy condition.
13. **You** must do everything necessary to get the repairs to the **Insured vehicle** carried out quickly.
14. **You** must not abandon the **Insured vehicle** or any parts to be dealt with by **Us**.
15. **You** must tell the police, as soon as reasonably possible but within 24 hours, of loss or damage caused by theft (**You** also have to tell the police if **You** are involved in a road accident.)
16. **You** must tell **Us** immediately of any extra or replacement car **You** want to have insured. If **You** do not tell **Us** and an incident happens with the car concerned, this will make the policy invalid.

**We** have the right to do the following:

1. Cancel the policy and make no payment if **You** make a fraudulent claim.
2. Cancel the policy and make no payment if the appropriate premium is not paid to Eversure Limited.
3. Take over and deal with, in **Your** name, any claim **You** make under this policy.
4. Take **Legal action** in **Your** name (but at **Our** expense) to recover any payment **We** have made under this policy.
5. Cancel the cover given on this policy for a **Journey** without refunding **Your** premium if **You** cancel or cut short that **Journey**.
6. Only refund or transfer **Your** premium, if **You** decide that the policy does not meet **Your** needs and **You** have contacted **Us** within 14 days from the date **You** receive **Your** certificate of insurance. **We** are entitled to recover all costs that **You** have used if **You** have travelled, made a claim or intend to make a claim.
7. Pay any claim on this policy under the law of the country **You** usually live in within the **United Kingdom**.
8. Not to provide help if the **Insured vehicle** has an electrical or mechanical fault which keeps happening or has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.
9. Decide on the best way of dealing with **Your** call for help. **We** will take account of **Your** own wishes whenever possible as well as the conditions and rules in force in the country where **You** need help.
10. Not pay for any event which is covered by another insurance policy or any motoring organisation's service.



## Complaints Procedure

It is the 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 relates to the sale of Your policy:   | If Your complaint relates to Your claim:  |
|---|---|
| <p>CompareBreakdownCover, a trading name of Eversure Limited;</p> <p>Registered address:</p> <p>Eversure Limited<br/>Bury House, 1-3 Bury Street,<br/>Guildford,<br/>Surrey,<br/>GU2 4AW</p> <p>Registered in England no.6751893. Authorised and regulated by the Financial Conduct Authority.</p>  | <p>Customer Support, Allianz Global Assistance,<br/>102 George Street,<br/>Croydon,<br/>CR9 6HD<br/>Telephone: 020 8603 9853<br/>Email: customersupport@allianz-assistance.co.uk</p> <p>In all correspondence please quote CBC Breakdown Cover.</p> |
| <p>If <b>You</b> are still not satisfied, <b>You</b> have the right to ask the Financial Ombudsman Service to review <b>Your</b> case. This will not affect <b>Your</b> right to take action against <b>Us</b>. The address is:</p> <p>Financial Ombudsman Service,<br/>Exchange Tower, London, E14 9SR<br/>Tel: 0300 123 9123 or 0800 023 4567<br/>Fax: 0207 964 1001<br/>Email: complaint.info@financial-ombudsman.org.uk</p> <p>The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after <b>We</b> have provided <b>You</b> with written confirmation that <b>Our</b> internal complaints procedure has been exhausted. Please always quote <b>Your</b> insurance reference and claim number and enclose copies of relevant documentation. This procedure is intended to provide <b>You</b> with prompt and practical assistance in dealing with any complaints but does not affect <b>Your</b> legal rights.</p> <p><b>Your</b> statutory rights are not affected if <b>You</b> do not follow the complaints procedure above. For further information about <b>Your</b> statutory rights contact <b>Your</b> local authority, Trading Standards Service or Citizens Advice Bureau.</p> |   |

### Data Protection Notice

**We** and Eversure Limited care about **Your** personal data. This summary below and **Our** full privacy notice explain how **We** protect your privacy and use **Your** personal data. **Our** full Privacy Notice is available at [www.allianz-assistance.co.uk/privacy-notice/](http://www.allianz-assistance.co.uk/privacy-notice/).

If a printed version is required, please write to Legal and Compliance Department, Allianz Global Assistance, 102 George Street, Croydon CR9 6HD. For Eversure Limited's full privacy notice, please visit [www.eversure.com/privacy-policy.aspx](http://www.eversure.com/privacy-policy.aspx).

### How will We obtain and use Your personal data?

**We** will collect **Your** personal data from a variety of sources including:

- Data that **You** provide to **Us**; and
- Data that may be provided about **You** from certain third parties, such as **Your** insurance broker, or authorised repairers in the event of a breakdown.

**We** will collect and process **Your** personal data in order to comply with **Our** contractual obligations and/or for the purposes of **Our** legitimate interests including:

- Entering into or administering contracts with **You**;
- Informing **You** of products and services which may be of interest to **You**.

### Who will have access to Your personal data?

**We** may share **Your** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **Our** behalf;
- Organisations who **We** deal with which provide part of the service to **You** such as vehicle recovery operators;
- To meet **Our** legal obligations including providing information to the relevant ombudsman if **You** make a complaint about the product or service that **We** have provided to **You**.

**We** will not share information about **You** with third parties for marketing purposes unless **You** have specifically given **Us** **Your** consent to do so.

### How long do we keep Your personal data?

**We** will retain **Your** personal data for a maximum of seven years from the date the insurance relationship between **Us** ends. If **We** are able to do so, **We** will delete or anonymise certain areas of **Your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

### Where will Your personal data be processed?

**Your** personal data may be processed both inside and outside the European Economic Area (EEA). Whenever **We** transfer **Your** personal data outside the EEA to other Allianz Group companies, **We** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **We** take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

#### **What are Your rights in respect of Your personal data?**

You have certain rights in respect of Your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that **We** restrict any processing concerning **You**, or withdraw **Your** consent where **You** previously provided this;
- Request that **We** stop processing it, including for direct marketing purposes;
- Request that **We** update it or delete it from **Our** records;
- Request that **We** provide it to **You** or a new insurer; and
- File a complaint.

#### **Automated decision making, including profiling**

**We** carry out automated decision making and/or profiling when necessary.

#### **How can You contact us?**

If **You** would like a copy of the information that **We** hold about **You** or if **You** have any queries about how **We** use **Your** personal data, **You** can contact **Us** as follows:

##### **For Allianz Global Assistance**

- By post: Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD
- By telephone: 020 8603 9853
- By email: AzPUKDP@allianz.com

##### **For Eversure Limited**

- By post: Data Protection Officer, Eversure Limited, Bury House, 1-3 Bury Street, Guildford, Surrey, GU24AW
- By telephone: 01483 347 355
- By email: customer.service@comparebreakdowncover.co.uk

## **Your Right to Cancel**

If **Your** cover does not meet **Your** requirements, please notify Eversure Limited within 14 days of receiving **Your** certificate of insurance and return all **Your** documents to them for a refund of **Your** premium.

If during this 14 day period **You** have travelled, made a claim or intend to make a claim then **We** can recover all costs that **You** have used for those services. Please note that **Your** cancellation rights are no longer valid after this initial 14 day period.

***This policy is available in large print, audio and Braille. Please contact us on 01483 347355 and we will be pleased to organise an alternative version for you.***