



Commercial Motor Breakdown Service 09MSC

Europ Assistance Holdings Limited 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
- on the basis of 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.

Benefits are underwritten by Europ Assistance Holding Irish Branch, 79 Merrion Square, Dublin 2, Ireland.

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

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

Europ Assistance Holdings Limited is authorised and regulated by the Financial Services Authority.

IMPORTANT VEHICLE HEALTH CHECK

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 journey? Or,

Are there any parts on your vehicle that you are aware may need replacing before the end of your journey?

If so, you should have your vehicle serviced to allow sufficient time to carry out any repairs necessary.

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.

MEANING OF WORDS

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

ELIGIBLE VEHICLES: being less than 15 years old at date of inception, owned by or the responsibility of the Policyholder or his / her immediate family:-

- being cars; motorised caravans; vans; estate cars; 4x4 sport utility vehicles; minibuses; towed caravans or trailers of proprietary make; flat bed lorries; lorries; pickup trucks;
- not used by You for Hire or Reward (other than under a minibus permit);
- registered in the Geographical Limits;
- in good roadworthy condition; maintained and operated in accordance with the manufacturer's recommendations and holds a current MOT certificate if applicable;
- each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 7500 kg, length 8.5m, height 3.5m, width 2.5m.
- carrying not more than the number of persons recommended by the manufacturer and for whom seats are available, with a maximum of 17 persons, including the driver.

GEOGRAPHICAL LIMITS: comprising Great Britain, Northern Ireland, the Isle of Man and the Channel Islands (excluding the Scottish Islands). Excluding Territorial and International waters.

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.

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 six times in any one 12 month Period of Insurance, any subsequent incident(s) shall not be insured, and assistance shall be provided on the basis laid down in Section 4.

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.

PERIOD OF INSURANCE: The period shown in the Insurance Certificate, which shall be **at least 48 hours** following the date the Policyholder applies for cover (not applicable when renewing cover).

POLICYHOLDER or YOU/ YOUR: The Policyholder, being the authorised keeper and/or driver of the Insured Vehicle.

WE, OUR or US: Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.

SECTION 1 - ROADSIDE ASSISTANCE

If the Insured Vehicle is immobilised or rendered unroadworthy as the result of an Insured Incident, We will arrange and pay for:

- 1.1 callout and up to one hour's labour for assistance at the roadside;
- AND, if necessary
- 1.2 transport the Insured Person(s) and the Insured Vehicle to the nearest repairer.

The choice of repairer will be at Our discretion. You will be responsible for paying any costs which are not covered, directly to the repairer, the toll authority or the sea transit carrier as appropriate.

What is not covered:

- a) attendance at, or within one mile from Your home address, unless You have paid the additional premium for Doorstep cover.
- b) roadside or at home labour charges in excess of one hour.
- c) any labour charges incurred at the repairer's premises.
- d) the cost of replacement parts or other materials used in the repair.
- e) the use of specialist off-highway-recovery equipment or winching costs.
- f) tolls and sea transit charges for the Insured Vehicle.
- g) More than **six** call-outs during each Period of Insurance.
- h) anything mentioned in the general exclusions.

SECTION 2 - MESSAGE RELAY

If We have been contacted in connection with an Insured Incident occurring away from Your home address, We will relay up to 2 telephone messages to Your family members, friends or business associates to advise of unforeseen travel delays.

SECTION 3 - VEHICLE RECOVERY / ONWARD TRANSPORTATION

In the event of loss of use of the Insured Vehicle caused by an Insured Incident, and it is apparent repairs cannot be effected by the end of the working day in which the Insured Incident occurred, then provided the services of Europ Assistance were requested at the time of the Insured Incident:

EITHER

3.1 We will arrange and pay for transport of the Insured Person(s), and if appropriate, the Insured Vehicle:

- i) to the address where the Insured Vehicle is normally kept. OR
 - ii) to the original destination within the Geographical Limits. OR
 - iii) to a repairer in the vicinity of either of the above locations.
- The means of transport will be at Our discretion.

OR

3.2 In the event of theft, when the Insured Vehicle is not recovered by the end of the working day in which the Insured Incident occurred, We will arrange and pay for transport of the Insured Person(s), by one direct journey, to their home address or original destination within the Geographical Limits.

The means of transport will be at Our discretion.

OR

3.3 If the Insured Vehicle is not transported within the terms of Section 3.1, and repairs are effected locally, if necessary We will arrange and pay up to £500 in total for the following benefits:

- i) A self-drive rental vehicle, where available, for up to 24 hours to either continue the journey or return home within the Geographical Limits. We will pay for rental charge of up to a Group C vehicle or minibus replacement where necessary, collision damage waiver and any necessary drop-off charge, but You remain responsible for the cost of any fuel used. **Please note:** You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.

You must be able to satisfy the requirements of the hire car providers, as to an acceptable driving licence and minimum driver age. They will also require sight of Your credit/charge card before releasing the vehicle to You.

We will also pay for the cost of one single standard class rail ticket to enable the Insured Vehicle to be collected following repair.

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

- ii) The cost for the Insured Person(s) to either continue the journey or return home within the Geographical Limits by public transport. The means of such public transport shall be at Our discretion. We will also pay for the cost of one single standard class rail ticket to enable the Insured Vehicle to be collected following repair.

OR

- iii) At Our discretion, the cost of providing necessary bed and breakfast overnight accommodation for the Insured Person(s) in a local hotel whilst awaiting repairs, when the Insured Incident has occurred at a late hour more than 25 miles from the address where the Insured Vehicle is normally kept.

What is not covered:

- a) any costs which would have been incurred in the course of a journey, if the incident giving rise to a claim had not occurred.
- b) tolls and sea transit charges for the Insured Vehicle.
- c) long-distance transport of the Insured Vehicle to the premises where the Insured Vehicle was purchased or previously repaired solely to claim under a Warranty scheme, when a suitable alternative repairer is nearer to hand.
- d) fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- e) anything mentioned in the general exclusions.

You will be responsible for paying any costs which are not covered, directly to the repairer, the toll authority or the sea transit carrier as appropriate.

SECTION 4 - MEDICAL TRANSFER & GENERAL ASSISTANCE

An Insured Person may telephone Our 24-hour emergency centre in connection with the following:

4.1 Emergency medical transfer of the Insured Person hospitalised away from home, in the course of a journey within the Geographical Limits in the Insured Vehicle.

We will organise medical transfer as appropriate, but the Insured Person will be responsible for paying any costs and expenses incurred in such transfer.

4.2 Any motoring-related problem which is **not an Insured Incident** covered under Section 1 and/or Section 3.

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.

SECTION 5 - GENERAL EXCLUSIONS

What is not covered:

- 6.1 Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful d.i.y. dismantling and/or reassembly; and kit cars.
- 6.2 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.
- 6.3 Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicles removal.
- 6.4 Vehicles being used for Hire or Reward; or for motor racing, rallies, speed or duration tests or practising for such events.
- 6.5 The provision of service to 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.
- 6.6 Vehicles not in a roadworthy condition at the time cover is effected.
- 6.7 Any deliberately careless or deliberately negligent act or omission by You.
- 6.8 Claims arising from loss of or damage to contents of the Insured Vehicle.
- 6.9 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.

- 6.10 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.
- 6.11 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.
- 6.12 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.
- 6.13 The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.
- 6.14 Subsequent loss of any kind arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated.
- 6.15 Any tolls, fines, parking charges or congestion charges arising under this Policy.
- 6.16 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 a vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the vehicle has been recovered to a suitable location, normal service will be provided.
- 6.17 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.
- 6.18 Any costs for locksmiths, glass replacement or tyre specialists are Your responsibility.
- 6.19 Claims arising from circumstances 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, or claims arising as a result of a material fact or facts, which have not been disclosed to Us prior to the commencement of the Period of Insurance.
- 6.20 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).
- 6.21 Any costs incurred as a result of not carrying a serviceable spare tyre and wheel for Your 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.

SECTION 6 - GENERAL CONDITIONS

- 7.1 You must declare to Us all facts which are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If You are uncertain as to whether a fact is material, You should declare it to Us.

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 In the event of an emergency or of any occurrence which may give rise to a claim for substantial costs under this insurance, You must contact Us as soon as practicable. You must make no admission, offer, promise or payment without Our prior consent. Please Telephone Us first.
- 7.8 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.
- 7.9 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.
- 7.10 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 Section 8 - Complaints Procedure. Using this Service will not affect Your legal rights.
- 7.11 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.
- 7.12 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.
- 7.13 At the time of a claim, at Our request You must provide evidence of proper servicing of Your vehicle.
- 7.14 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.
- 7.15 This contract of insurance is effected in England and unless otherwise agreed between the Policyholder and Us is

subject to the Laws of England and Wales, the Courts of which countries alone shall have jurisdiction in any disputes.

- 7.16 Service will be provided only to the Insured Vehicle, details of which have been supplied Us, or to a vehicle that has been notified to Us as being a permanent substitute for the original Insured Vehicle. You should therefore ensure that such notification is made immediately a substitution occurs to avoid service being withheld.
- 7.17 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.

SECTION 7 - COMPLAINTS PROCEDURE

We aim to provide a first class service at all times. However, if You have any complaint regarding the standard of service You have received under Your Policy, the following procedure is available to You to resolve the situation:

1. In the first instance please contact the Quality Department of Europ Assistance Holdings Limited at Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Alternatively, You can telephone Us on 0844 338 5799 or e-mail Us on: quality@europ-assistance.co.uk. If We cannot give You a final decision by four weeks from the day We receive Your complaint We will explain why and tell You when We hope to reach a decision.
 2. Our decision is final and based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision You have the right to make an appeal.
 3. In respect of a complaint relating to a legal expenses claim, either You or We have the right to require that the complaint be referred to arbitration under the Arbitration Acts.
 4. In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks* of Us receiving Your complaint, You have the right, in addition to Your contractual rights under the insurance, to refer the matter to the Financial Ombudsman Service at :
South Quay Plaza, 183 Marsh Wall, London, E14 9SR.
Telephone : 0845 080 1800
- N.B. The time scales given above are dependent on You responding immediately to any correspondence We send You.

SECTION 8 - CANCELLATION PROVISIONS

Right to return the insurance document: You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. Any premium received by Us will be refunded and We will recover from You any payments We have made.

Cancellation by the Policyholder: If You subsequently give notice in writing or by telephone to Us to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. There will be no refund of premium.

Cancellation by Us: We may give 14 days notice of cancellation of this policy by recorded delivery letter to You at Your last known address.

Effective time of cancellation: This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

SECTION 9 - REQUESTING ASSISTANCE

IN THE EVENT OF AN INSURED INCIDENT, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS TELEPHONE EUROP ASSISTANCE STATING YOUR VEHICLE IS COVERED UNDER

REQUESTING VEHICLE ASSISTANCE

On motorways use the nearest Emergency telephone and provide the Police with Our Vehicle Assistance emergency number and Your Policy details. 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.

Remember, to comply with the policy terms and conditions You must contact Us before incurring substantial expenses in order to obtain Our prior authorisation.

0844-338-5621

DATA PROTECTION ACT 1998 NOTICE

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Us should be directed to the Customer Contact Centre Manager, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

STANDARD OF WORKMANSHIP

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

[09MSC Commercial UK Motor Breakdown – 05/02/2010]