

Motor Breakdown Solutions **Policy Document**



Motor Breakdown Solutions

Please read this document carefully to familiarise yourself with the terms and conditions, and how you can contact us if your vehicle breaks down.

This section summarises the policy cover only; the policy wording starts at page 4 and provides full terms, conditions and exclusions of the insurance contract between you and the insurer.

If you are unsure about anything in this document please contact whoever you purchased your cover from.

Save this number in your mobile to make a claim

To claim under this policy telephone **+34 933 001 050** (lines are open 24/7 hours a day, 365 days a year).

For more information about making a claim, please see the "Claims procedure".

Provided we accept your claim, we will arrange to get help to you as quickly as possible.

Main benefits of Motor Breakdown Solutions

Your 24/7 breakdown cover provides vehicle roadside assistance and/or recovery by a local operator if your vehicle breaks down unexpectedly due to any of the following:

- an electrical or mechanical failure
- a flat battery
- a puncture
- damage caused by a collision or vandalism (if your motor insurance policy will not cover you for assistance).

Alternative transport can also be arranged following the theft of your vehicle.

Who is ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income in excess of €1.8 billion.



Important information

Claims procedure

What to do if you breakdown.

1. If your vehicle breaks down contact the 24 hour control centre on **+34 933 001 050**.
2. Please have the following information ready as it will be needed to check your policy cover:
 - your vehicle registration
 - the precise location of your vehicle (or as accurate as you are able in the circumstances)
 - your return telephone number.
3. Our operator will take your details and make the necessary arrangements to assist you. Your mobile phone must therefore be switched on and available to take calls at all times. To help our operator to provide a quality service, your calls may be recorded.
4. Stay safe but remain with or near to your vehicle until the recovery operator arrives. Once the recovery operator arrives at the scene please be guided by their safety advice.
5. If you breakdown on a motorway or major public road, the local highway authority may require you to use a local private towing service. You will need to use the SOS phones to call for assistance. The private towing service will tow the vehicle to a place of safety and you will be required to pay for the service immediately. You can then contact us for further recovery and assistance. Please retain your receipts.

If you change your vehicle

You must notify the company that sold you this policy if you change your vehicle. Please include the existing registration, the new registration, make, model and colour of your new vehicle and the date you wish to make the change. If you do not notify new vehicle details our operator may be unable to supply you with a service.

Privacy statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation.

Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Privacy statement (continued)

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations.

Further information about compensation scheme arrangements is available at www.fscs.org.uk

Motor Breakdown Solutions

This policy is a contract between **you** and the **insurer**.

How we help you

Our operator will help **you** in accordance with the terms and conditions of this policy and the **insurer** will pay any costs covered by this policy subject to any limits specified.

Cover

1. Roadside assistance

Our operator will send help to the scene of **your vehicle breakdown** within the **territorial limits** and the **insurer** will cover up to £60 towards the cost of call-out fees and mileage charges needed to make a repair at the roadside provided that **your vehicle breakdown** is at least 2 km away from **your home address**. Due to differing national standards and infrastructures, assistance away from **your home country** may take longer to arrive.

2. Recovery

If, in the opinion of **our recovery operator**, it is not possible to repair **your vehicle** within one hour **our** operator will arrange for **your vehicle, you** and **your** passengers to be recovered to the nearest **suitable garage** able to undertake the repair.

The **insurer** will pay the reasonable cost of assistance up to £500 provided that the recovery is made at the same time as the initial call-out otherwise **you** will have to pay for subsequent call-out charges.

If **your vehicle** requires recovery, **you** must immediately inform **our** operator of the address **you** would like **your vehicle** taken to. Once **your vehicle** has been delivered to that address, **your vehicle** will be left at **your** own risk.

3. Home assist

Your vehicle will be covered at **your home address** or within 2 km of **your home address**. If **your vehicle** cannot be repaired at **your home address**, **our** operator will arrange for **you** and **your vehicle** to be recovered to the nearest **suitable garage**. The recovery must take place at the same time as the initial call-out.

The **insurer** will pay the reasonable cost of assistance up to £500.

4. Alternative travel

If your vehicle cannot be repaired locally on the same day or within a period agreed between **you** and **our** operator or if **your vehicle** is stolen; to allow **you** to complete **your** original journey, the **insurer** will pay:

Cover (continued)

- a) for the use of a category "C" substitute vehicle or
- b) up to £500 towards the cost of alternative travel

whilst **your vehicle** remains unroadworthy. The **insurer** will pay up to £200 towards of alternative transport for **you** to return and collect **your** repaired **vehicle**.

5. Emergency overnight accommodation

Where alternative travel would have been available to **you**, but it is more practical or cost effective to provide emergency accommodation for a single night (or as agreed in advance between you and our operator), the **insurer** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for **you** and **your** passengers whilst **your vehicle** is being repaired. The **insurer** will not pay more than £1,000 for each claim under Emergency overnight accommodation.

6. Repatriation

If **your vehicle** cannot be repaired within 72 hours of the original **breakdown** or by **you** intended return, whichever is due to occur later, **we** will arrange and pay for **your vehicle**, **you** and **your** passengers to be transported either to **your home address**, or if **you** would prefer and it is closer, **your** original destination within the **territorial limits**. **We** will need to know details of **your** itinerary and if requested proof of both **your** outbound and inbound travel dates must be provided to validate **your** claim.

7. Keys

If **you** lock **your vehicle** keys within **your vehicle** and are unable to obtain a spare set on the same day, the **insurer** will pay up to £120 towards the call-out fee for a **recovery operator** who will attempt to retrieve the key where this is possible.

If the **recovery operator** is unable to retrieve **your** key it is often possible to provide a replacement key at the scene. **You** will have to pay for the replacement key.

If it is not possible to retrieve a locked-in key or if **you** have lost or broken **your** key and are unable to obtain a replacement key at the scene; if **you** are away from **your home address** the **insurer** will pay up to £120 towards the mileage charges to a place where **your vehicle** can be stored securely, or **your home address** if it is nearer.

8. Shipping of spare parts

Where it is efficient and cost-effective to do so, the **insurer** will pay the cost of shipping replacement parts to the **suitable garage**. **You** will be responsible for the cost of the spare parts and **we** will only organise shipping once **you** have confirmed the spare parts have been paid for.

Conditions of service for covers 4., 5. and 8. above

Your vehicle must be repaired at the nearest **suitable garage** to the **breakdown** location.

Where available these services will be offered on a pay/claim basis, which means that **you** must pay initially and the **insurer** will reimburse **you** when **we** are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from **our** operator.

At all times please ensure **you** carry **your** driving licence and registration document (logbook) with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** driving licence or registration document. **You** will be held liable for any costs incurred if copies of **your** driving licence or registration document are not immediately available.

What is **not** covered

This insurance does not cover the following:

1. the cost of
 - a) any parts, components or materials used to repair **your vehicle**
 - b) labour other than labour at the scene of **your vehicle breakdown**
 - c) the use of specialist equipment occasionally required because **your vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance
 - d) additional charges incurred as a result of any aftermarket modification to **your vehicle**
 - e) vehicle storage, expenses or charges of any other company (including police recovery) not authorised by **our** operator, or where **you** arrange for recovery or repairs by other means
 - f) fuel, oil or insurance for a hire vehicle
2. a claim if **you** already owe **our** operator money
3. **your** failure to comply with requests by **our** operator or **our recovery operator** concerning the assistance being provided
4. subsequent call-outs for any symptoms related to a claim which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by **our recovery operator** or is in transit to a pre-booked appointment at a **suitable garage**.
5. a **breakdown** caused by failure to maintain **your vehicle** in a roadworthy condition including maintenance or proper levels of oil and water
6. costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because **your vehicle** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters
7. specialist equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood
8. **your vehicle** being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
9. claims caused by overloading of **your vehicle** or carrying more passengers than it is designed to carry
10. damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from assistance services provided
11. assistance where **your vehicle** is not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and **your** safety is compromised
12. assistance where **your vehicle** is deemed to be illegal, untaxed, uninsured, or dangerous to transport
13. assistance following any intentional or wilful damage caused by **you** to **your vehicle**
14. the cost of recovery from a motorway exceeding £150 where the local highway authority requires **you** to use a local private towing service
15. any trip which was planned to or subsequently finishes outside the **period of insurance**
16.
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

What is **not** covered (continued)

- d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **you**.

Policy **conditions**

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy, or refuse to provide assistance.

1. Your responsibilities

- a) The driver of **your vehicle** must remain with or nearby **your vehicle** until help arrives.
- b) If **your vehicle** cannot be repaired at the roadside, **you** must accept the assistance being provided
 - i) where **your vehicle** is recovered to a **suitable garage** and it can be repaired **you** must have adequate funds to pay for the repair including replacement parts immediately. If **you** do not have funds available, any further assistance will be denied
 - ii) repairs are provided under a separate contract, which is between **you** and the repairer.

2. Our rights

- a) **Our** operator will refuse to provide assistance if **you** or **your** passengers are being obstructive in allowing them to provide the most appropriate assistance or are abusive to **our recovery operator**.
- b) If **you** use the service and the claim and/or fault is subsequently found not to be covered by this policy, **we** reserve the right to reclaim any costs that have been incurred from **you**.
- c) If **your vehicle** is beyond economical repair **we** have the right to offer the market value of **your vehicle** to **you** and pay for alternative transport home or if **you** would prefer and it is closer to **your** intended destination.
- d) **Our** operator reserves the right to recover **your** immobilised **vehicle** in accordance with and subject to any legislation which affects drivers' working hours.
- e) The transportation of pets and livestock will be at the discretion of the **recovery operator**. Alternative transport can be arranged but **you** will need to pay for this service immediately by credit or debit card.

3. Other insurance

The **insurer** will not pay for more than their fair share (rateable portion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist. **We** reserve the right to claim back any costs that are recoverable through a third party.

4. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

5. Fraudulent claims

If **you** make any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be lost.

6. Cancellation

- a) **You** may cancel this policy
 - i) within 14 days of the date of its purchase with a full refund of premium paid provided that a claim has not been accepted; or

Policy **conditions** (continued)

- ii) at any other time by writing to the person who sold **you** this policy and the **insurer** will refund the premium for the time remaining of the **period of insurance** unless a claim has been or is later accepted by **us** in which case no refund of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days written notice to **you**. The **insurer** will refund **your** premium that applies to the unexpired period. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to
 - i) where the party claiming under this policy fails to co-operate with or provide information to **us** in a way that materially affects **our** ability to process a claim, or **our** operator's ability to provide suitable assistance or to protect the **insurer's** interest,
 - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, intimidates **us**, **our** operator or the **recovery operator**,
 - iii) where **we** reasonably suspect fraud.
- c) If, in the opinion of the **recovery operator**, **your vehicle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **your** policy may be cancelled immediately and **you** will be notified in writing of the cancellation. The **insurer** will refund the premium that applies for the unexpired period.

7. Jurisdiction

This policy will be governed by English Law.

Meaning of **words & terms**

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Breakdown

- An electrical or mechanical failure, lack of fuel, flat battery or puncture or
- damage caused by a collision or act of vandalism (if **your** motor insurance policy will not cover **you** for assistance) which immobilises **your vehicle** or makes it unsafe to drive.

Home address

The last known address recorded on **our** system where **your vehicle** is ordinarily kept.

Insurer

AmTrust Europe Limited.

Period of insurance

The term of this policy that runs alongside **your** motor insurance policy for a period not exceeding twelve months.

Recovery operator

The independent technician **our** operator selects to attend **your vehicle breakdown**.

Suitable garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

Territorial limits

Gibraltar, Andorra, Morocco, the United Kingdom and any member country of the European Union.

Vehicle

The **vehicle** declared to **us**, including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length. The **vehicle** must be plated in either Gibraltar or the United Kingdom.

We/us/our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You/your

The person named as the "**insured**" in the motor insurance policy schedule to which this policy attaches and anyone legally driving **your vehicle** with their consent.

Signed by



Managing Director
ARAG plc

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls will be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:



0800 0234 567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

Regulatory information

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer AmTrust Europe Limited. AmTrust Europe Limited is registered in England and Wales number 1229676 Registered address: Market Square House, St. James's Street, Nottingham NG1 6FG. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202189. This can be checked by visiting the FCA website at <https://register.fca.org.uk/>

www.arag.co.uk