

# Motor Breakdown Solutions

## Policy Document

Please read this document carefully and in full to familiarise yourself with our terms and conditions, and how you can contact us if you have a motor breakdown, as well as the



Claims procedure.

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

### Make a claim

If your vehicle breaks down, you can report a claim by calling 0333 000 2084. Lines are open 24 hours a day, 365 days a year. Providing we accept your claim, we will arrange for a rescue operator to provide help as quickly as possible.

### If you change your vehicle

You must notify the company that sold you this policy if you change your vehicle. Please include 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 Call Assist may be unable to supply you with a service.

### Main Benefits of Motor Breakdown Solutions

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

- an electrical or mechanical failure
  - lack of fuel or misfuel
  - flat battery
  - puncture
  - damage caused by a collision or vandalism (if your motor insurance policy will not cover you for assistance)
  - alternative transport following the theft of your vehicle
- Home assist cover is also included.

### Who is ARAG?

ARAG UK is part of ARAG SE, a global leader in legal expenses and assistance insurance which generates annual premium income in excess of €1.5 billion.

We recognise that we will only grow by ensuring that we provide responsive products and an excellent service to our customers. We are committed to providing our Motor Breakdown Solutions customers with a rapid response and faultless customer service if they suffer a motor breakdown.

### Who is Call Assist?

Call Assist Limited are specialists in providing vehicle breakdown assistance throughout the UK and Europe and are ARAG's partner of choice, promising you an excellent rescue service if you need to make a claim under this policy. Call Assist will reach you quickly by working with a network of recovery agents.

## Claims procedure

What to do if your vehicle breaks down.

1. If your vehicle breaks down contact the Call Assist 24 hour control centre on 0333 000 2084.
2. If you are unable to make a connection, telephone **0044 1206 785846**
3. Please have the following information ready as it will be needed to check your policy cover:
  - your return telephone number
  - your vehicle registration
  - the precise location of your vehicle (or as accurate as you are able in the circumstances)
  - if your vehicle is fitted with alloy wheels.
4. Call Assist will take your details and once arrangements have been made to rescue you Call Assist will contact you to advise who will be coming out and how long they are expected to take.
5. Your mobile phone must therefore be switched on and available to take calls at all times. To help Call Assist to provide a quality service, your calls will be recorded.
6. 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.
7. If you have broken down on a motorway and have no means of contacting Call Assist or are unaware of your location, you should use the nearest SOS box and advise the police of Call Assist's telephone number; they will contact Call Assist to arrange assistance. If the police are present at the scene please advise them that you have contacted Call Assist or give them Call Assist's telephone number to make contact on your behalf.

## What happens if the insurer cannot meet its liabilities?

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

## Your policy cover

This policy is a contract between **you** and the **insurer**. The policy and **your** schedule(s) shall be read together as one document.

## Insured event covered

If **your vehicle** suffers a **breakdown** within the **territorial limits** and during the **period of insurance**, **Call Assist** will assist **you** in accordance with the terms, conditions and exclusions of this policy. The **insurer** will pay any costs covered by this policy.

## 1 ROADSIDE ASSISTANCE & RECOVERY

**Call Assist** will send help to the scene of **your vehicle breakdown** and the **insurer** will cover the cost of call out fees and mileage charges needed to make a repair at the roadside or recover the **vehicle**; provided that **your vehicle breakdown** is at least one mile away from **your** home.

If, in the opinion of **Call Assist's recovery operator**, it is not possible to repair the **vehicle** at the roadside within one hour:

- **Call Assist** will arrange for **your vehicle, you** and up to six passengers to be recovered to the nearest **suitable garage** able to undertake the repair, or
- If the above is not possible at the time or the repair cannot be made within the same working day **Call Assist** will arrange for **your vehicle, you** and up to six passengers to be transported to **your** home or if **you** would prefer and it is closer, **your** original destination within the **territorial limits**.

The **insurer** will pay the reasonable cost of assistance 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 **Call Assist** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to that address, the **vehicle** will be left at **your** own risk.

## 2 ALTERNATIVE TRAVEL\*

**We** will pay up to £250.00 towards the reasonable cost of alternative transport or a hire vehicle up to 1600cc to allow **you** to complete **your** original journey. The policy will only pay for a hire vehicle which **we** deem is appropriate for **your** requirements and is available at the time. **We** will also pay up to £150.00 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

## 3 EMERGENCY OVERNIGHT ACCOMMODATION\*

**We** will pay up to £150.00 for a lone traveller or £75.00 per person towards the reasonable cost of overnight accommodation including breakfast for the occupants whilst the **vehicle** is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.00.

### Conditions of service

\*Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a Breakdown in the Territorial Limits (UK):

- The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location
- The **vehicle** cannot be repaired the same working day
- The **breakdown** did not occur within 20 miles of **your home address**

**We** will determine which benefit is offered to you by assessing the circumstances of the **breakdown** and what is the most cost effective option for **us**.

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

## 4 MESSAGE SERVICE

At your request **Call Assist** can pass on two messages to **your** home or place of work to let others know of **your vehicle breakdown**.

## 5 HOME ASSIST

Your vehicle will be covered at **your** home address or within a one mile radius of **your** home address. If **your vehicle** cannot be repaired at **your** home, **Call Assist** 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.

## 6 KEYS

If **you** lose, break, or lock **your vehicle** keys within **your vehicle** and are unable to obtain a spare set the **insurer** will pay the call out fee and if **you** are away from home the mileage charges to a place where **your vehicle** can be stored securely, or **your** home if it is nearer. All other costs including any specialist equipment needed to move **your vehicle** will be at **your expense**.

## 7 MISFUEL ASSIST

In the event the **vehicle's** fuel tank is filled with the incorrect type of fuel, **we** will arrange and pay up to £250 (inclusive of VAT) for a **recovery operator** to either recover the **vehicle** and the occupants to the **recovery operator's** base where a drain and flush to the **vehicle's** fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 claim limit, **we** will also provide 10 litres of correct fuel.

Occasionally misfuelling a **vehicle** can cause extensive damage which a fuel drain and flush will not rectify. **We** cannot accept liability for any damage caused to the **vehicle** but if **you** would prefer for the fuel drain and flush to be conducted by **your** preferred repairer, **we** will arrange and pay for a **recovery operator** to recover the **vehicle** and the occupants to a repairer of **your** choice within 10 miles of the scene of the **breakdown**. Subject to the prior authorisation of **our** rescue coordinator **we** will also reimburse up to £250 (inclusive of VAT) towards the cost of a fuel drain and flush, only when **we** are in receipt of a valid invoice/receipt.

### When this policy does **not** cover you

If **your** claim is not covered under the terms of this policy for example where **you** have more than six passengers **Call Assist** can still help. All costs (including an administration fee) must be paid for immediately by credit or debit card. If **you** wish to use this service please call the number at the beginning of this policy and request the "pay on use service".

### What is not covered by this policy

This insurance does not cover the following:

1. the cost of
  - any claim within 24 hours of the time this policy is upgraded; or any **breakdown** that occurred before the policy commenced or the **vehicle** was placed on cover
  - any parts, components or materials used to repair the **vehicle**
  - labour other than one hour's labour at the scene of **your vehicle breakdown**
  - the use of winching or other specialist equipment
  - additional charges incurred as a result of any aftermarket modification to **your vehicle**
  - **vehicle** storage, expenses or charges of any other company (including police recovery) not authorised by **Call Assist**, or where **you** arrange for recovery or repairs by other means
  - fuel, oil or insurance for a hire vehicle
  - ferry and toll charges outside of mainland Great Britain and Northern Ireland
2. service if **you** already owe **Call Assist** money
3. **your** failure to comply with requests by **Call Assist** or their **recovery operators** concerning the assistance being provided
4. the cost of food (other than breakfast when EMERGENCY OVERNIGHT ACCOMODATION is provided), drink, telephone calls or other incidentals
5. **breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water
6. more than six call outs in the same **period of insurance**
7. Costs incurred in addition to a standard callout where service cannot be undertaken at the roadside because the **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.
8. a request for service if the **vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where the **vehicle** is not accessible or cannot be transported safely and legally using a standard transporter
9. the **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
10. claims caused by overloading of the **vehicle** or carrying more passengers than it is designed to carry
11. damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided
12. 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
13. assistance where **your vehicle** is deemed to be illegal, untaxed, without a valid MoT certificate, uninsured, or dangerous to transport
14. a request for assistance following any intentional or wilful damage caused by **you** to **your vehicle**

15. 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
- 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, 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

The **insurer** will only provide cover if:

- a) **you** have met all the terms and conditions within this insurance.
- b) the information provided to **us** and/or **Call Assist**, as far as **you** are aware, is correct.

### 1. Your responsibilities

- a) The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
- b) **You** must advise **Call Assist** when **you** phone for assistance if **your vehicle** is fitted with alloy wheels. If **Call Assist** is not advised and is unable to provide the service promptly or efficiently through the **recovery operator** who will be assisting **you**, **you** will be charged for any additional costs incurred.
- c) If **your vehicle** cannot be repaired at the roadside, **you** must accept the assistance being provided
  - 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
  - where a repair is not possible the same working day and it becomes necessary to make alternative transport arrangements **you** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately.

If **you** do not have funds available, any further assistance will be denied.
- d) Repairs undertaken at a **suitable garage** are provided under a separate contract, which is between **you** and the **suitable garage**.

### 2. Our rights

- a) If **you** cancel a call out and a **recovery operator** has already been dispatched, **you** will lose a call out from **your** policy. **We** recommend that **you** wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent call outs.
- b) **Call Assist** 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 the Rescue Controller or **recovery operator**.
- c) 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**.
- d) If **your vehicle** is beyond economical repair **we** have the right to offer the market value of the **vehicle** to **you** and pay for alternative transport home or if **you** would prefer and it is closer to **your** intended destination.
- e) **Call Assist** reserves the right to recover **your** immobilised **vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.
- f) The transportation of livestock (including dogs) 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.
- g) **Call Assist** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.

### 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 (for example if **your** windscreen is broken, this policy will not cover **your** other insurer's costs of repair). **We** reserve the right to claim back any costs that are recoverable through a third party.

### 4. Disputes

If **you** are dissatisfied with the response **you** receive to **your** request for assistance under this policy **you** can make a complaint as described at the back page of this policy. 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 forfeited and **we** will not return the premium.

## 6. Cancellation

- a) **You** may cancel this policy within 21 days of the date of its issue and receive a full refund of **your** premium paid unless **you** have notified a claim which has been accepted under this policy in which case no return of premium shall be allowed.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to us. At **your** request the **insurer** will refund part of the premium for the unexpired period unless **you** have notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c) 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 part of the premium for the unexpired term. **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 cooperate with or provide information to **Call Assist** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests
  - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers
  - iii) where **we** reasonably suspect fraud.
- d) If, in the opinion of **Call Assist**, **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 part of the premium for the unexpired period.

## 7. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland and Northern Ireland, and any subsequent amendment or replacement legislation. This policy will be governed by English Law.

## 8. Data Protection Act

It is agreed by **you** that any information provided to **us**, **Call Assist** &/or the **insurer** regarding **you** will be processed by **us** &/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. For our mutual protection and **our** training purposes, calls may be recorded.

## 9. Contracts (Rights of Third Parties) Act 1999

Except for **Call Assist** a person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

## 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, misfuel, 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 immediately renders the **vehicle** immobilised or unsafe to drive.

### **Call Assist**

Call Assist Limited, the service provider under this policy.

### **Home Address**

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

### **Insurer**

AmTrust Europe Limited.

### **Period of insurance**

The duration of this policy that runs in conjunction with **your** motor insurance policy for a period not exceeding twelve months.

### **Recovery operator**

The independent technician **Call Assist** appoints to attend **your 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 (UK)**

The United Kingdom of Great Britain and Northern Ireland.

### **Vehicle**

The vehicle registered with **Call Assist** with a gross vehicle weight up to 3,500 kg (3.5 tonnes) which is no more than

- 5.18 metres (17 feet) long
- 1.905 metres (6 feet 3 inches) wide
- 2.44 metres (8 feet) high

including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length.

### **We, Us, Our**

ARAG plc.

### **You, Your**

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

Signed by



Managing Director  
ARAG plc

## How we handle complaints

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 speaking with Call Assist 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 may be recorded)



**customerrelations@arag.co.uk**



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

If the matter is not concluded to your satisfaction, you may refer it to the Financial Ombudsman Service provided that it falls within their jurisdiction. They can be contacted at:



**0800 023 4567** if calling from a landline or **0300 123 9123** if calling from a mobile



**complaint.info@financial-ombudsman.org.uk**



**Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR**

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

ARAG plc Registered in England number 02585818. Registered Office: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

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Call Assist Limited's is authorised and regulated by the Financial Conduct Authority firm Reference Number 304838. Registered company number 3668383 and registered office Axis Court, North Station Road, Colchester, Essex, CO1 1UX

ARAG plc and AmTrust Europe Limited are covered by the Financial Ombudsman Service.

[www.arag.co.uk](http://www.arag.co.uk)

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