

AUTOAID

BREAKDOWN RECOVERY



Your policy document

Welcome to your ERS policy document. To know exactly what your insurance covers with us, please make sure to read this document carefully. You should read it alongside any schedule you've received from ERS or your administrator.

If you have any questions about your cover, please contact your administrator directly.

This insurance is written in English and any communications we send you about it will be in English.

The law of England and Wales will apply to this contract unless:

- You and we agree otherwise; or
 - At the start date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.
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Our agreement - your Insurance

This document is a legally-binding contract of insurance between you (the insured) and us (ERS). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

Signed for and on behalf of ERS



Mark Bacon
Active Underwriter

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Introduction

This is a motor vehicle breakdown and recovery insurance designed to help keep you and your party mobile.

It is not a replacement for a motor insurance policy and does not provide cover for bodywork repairs following any accident, vandalism or theft.

It is not a maintenance policy and therefore does not cover the costs of parts or the cost of non-emergency repair work such as routine servicing or diagnostic tuning.

You are responsible for all costs for parts and labour needed to repair the vehicle, other than any call-out fees and labour at the scene of the breakdown.

You may be asked to sign documentation by the Recovery Agent which relate to the service being provided. Failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full.

Any emergency repairs undertaken at the roadside by Recovery Agents are temporary, to resolve the immediate breakdown. These repairs cannot be guaranteed and permanent repairs will need to be effected at the earliest opportunity. You are responsible for ensuring any repairs carried out at a repairing garage are to your satisfaction.

Providing you have paid the appropriate premium, you will be entitled to the benefits and bound by the restrictions under each Section of this policy as shown on the policy schedule.

The General Conditions and General Exceptions apply to all Sections of the policy.

Definitions

Wherever these key words appear in this document, they will have the meanings defined below.

- **Breakdown(s)** - mechanical or electrical breakdown (failures or breakages), flat batteries, punctures, lack of fuel, lost ignition keys or damage which is caused by an accident, vandalism or theft and results in you not being able to drive the vehicle.
- **Document of Insurance** - this policy document together with the policy schedule form your AutoAid Breakdown Recovery Document of Insurance.
- **ERS** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.
- **Period of insurance** - the period of time covered by this insurance (as shown in the schedule).
- **Territorial limits** - within the mainland of England, Scotland, Wales, and Northern Ireland.
- **The administrator** - Right Choice Insurance Brokers (RCIB) St James House, 27-43 Eastern Road, Romford, Essex, RMI 3NH.
- **The schedule** provides evidence that your insurance is in force and shows details such as your name, document number and period of insurance.
- **The vehicle I your vehicle** - a saloon car, hatchback, estate car, car derived van or motorcycle over 150 cc's. Motorised caravans can be covered provided they are under 2.5 tons gross vehicle weight and with an engine capacity of no more than 2500 cc, which is being driven by either you, or your legal spouse or civil partner.
- **we, us, our** - ERS.
- **You, your** - the person named as 'the Insured' in the policy schedule

Breakdown Helplines

Whilst we hope that all journeys will be incident free, should the vehicle you are driving break down, you must call the 24-hour Rescue Control Centre, as shown below.

Please make sure you call from a place of safety.

If you have hearing or speech difficulties, you can use our SMS text messaging service on 07786 204387 when calling from the UK.

UK Calls

If the vehicle breaks down, you can call the 24-hour Rescue Control Centre on: **Freephone 0800 328 4439 or 01277 720700**, where trained staff will deal with your request quickly.

Please have the following information available:

- Your name and document number.
- The phone number from which you are calling.
- The location of the broken-down vehicle including road numbers or names and landmarks.
- The registration number, make, model and colour.
- Any vehicle modifications which may be relevant to the recovery of the insured vehicle.

CALL RECORDING

To help provide a first class service, telephone calls may be recorded.

Messages

On request, a message will be passed on to family or colleagues to let them know about the breakdown

Please stay with the vehicle until a rescue vehicle arrives.

Remember to keep all vouchers, invoices and receipts and other documents which may be relevant to your claim. Any claims must be notified in writing, as soon as possible, and in any event within 14 days of the occurrence to:

AutoAid Rescue
Axis Court,
North Station Road,
Colchester,
Essex,
CO1 1UX.
Tel No: 01277 720700

Benefits

If the vehicle cannot be driven as a result of a breakdown which happens while you or your legal spouse or civil partner are driving, we will provide the services shown below as long as you have paid the appropriate premium and as long as they are as a direct result of the breakdown and are paid immediately after the breakdown.

We will provide this cover for any breakdown, and any costs involved with the breakdown, which occur during the period of insurance and within the territorial limits.

Emergency roadside repairs

We will arrange and pay call-out fees and labour charges to repair the vehicle at the roadside and so allow your journey to continue. If the vehicle cannot be repaired at the scene of the breakdown, we will pay the cost of taking the vehicle, you and up to 5 passengers from the place where the vehicle has broken-down to the nearest available garage.

Recovery of the vehicle and its passengers

We will arrange and pay the cost of taking the vehicle, you and up to 5 passengers from the place where the vehicle has broken-down to any one place you choose.

Alternative travel or Emergency overnight hotel accommodation

If the vehicle breaks down while it is more than 25 miles from your home and it cannot be repaired at the roadside or at a garage during the same day and is not recovered to your home or destination, we will refund the cost of onward travel arrangements or emergency overnight hotel accommodation.

We will refund:

- the cost of alternative travel (by road or rail) so that you and up to 5 passengers can finish your journey or return home; or
- the cost of one night's hotel accommodation for you and up to 5 passengers (The amount we will refund will only be for the rooms. We will not pay any amount for meals or drinks).

We will also refund the cost of one person travelling by road or rail to collect the vehicle from where it is being repaired, after the repairs have been finished.

Home breakdowns

If the vehicle breaks down at your home or within one mile of your home, we will only pay up to £65 in total for either:

- call-out fees and labour charges needed to start the vehicle; or
- costs involved in taking the vehicle to the nearest available garage.

Theft or vandalism

If the vehicle is stolen and recovered, or cannot be driven as a result of damage caused by vandalism, we will arrange and pay the cost of taking the vehicle to your home address or to a repairer of your choice.

Caravan and trailers

If your vehicle breaks down any attached caravan or small trailer will be entitled to the same service as the vehicle as long as it is attached to the vehicle by a standard 50 millimetre (2 inch) towing coupling.

Trailers can only be covered if they are not more than 3 metres (10 feet) long and used for private purposes.

Toll authority fees

If the breakdown occurs in a Toll authority area, we will arrange and pay the cost of any Toll authority vehicle used to recover the vehicle.

Exceptions

This insurance does not cover the following.

- The cost of any parts, components or materials used to repair the vehicle.
- The cost of any repairs not carried out at the roadside.

General exclusions

This insurance does not cover the following:

1. If the vehicle is recovered by sea or air, any amount which is more than the cost of taking the vehicle to the nearest port or airport.
2. The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
3. The cost of recovering the vehicle and its passengers if the vehicle can be repaired within a reasonable period of time at or near the place where it has broken-down.
4. Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
5. Loss of or damage to the vehicle or its contents, or any valuables carried in the vehicle.
6. Any recovery charges apart from recovery to the nearest available garage if the vehicle breaks down at your home or within one mile of your home.
7. Any request for service if the vehicle has been used (from the time you bought it) for private hire, public hire, racing, rally, pacemaking or in any contest or speed trial or any rigorous reliability testing.
8. Any request for service if the vehicle is off-road or cannot be reached due to snow, mud, sand or flood.
9. The repair or recovery of your vehicle if it breaks down at the premises of a motor trader or repairer.
10. Any results of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military or usurped power.
11. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly; or
 - pressure waves caused by aircraft and other flying objects.
12. Any liability, loss or damage arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000.

General conditions

What we expect for your cover to be valid

1. We will only provide the cover described in this insurance if:
 - you have met all the terms and conditions in this document of insurance;
 - the information you have given to us is, as far as you know, correct and complete. (Any payment made under this insurance will be based on the original information given to us).
- If you have failed to give us complete and accurate information or have not met the terms and conditions, this could lead to your claim being denied or the insurance not being valid.
2. This insurance only applies to you and cannot be transferred to anyone else.
3. You may only have one document of insurance in force at any one time.
4. Roadside help or recovery will only be provided if you or the driver stays with the vehicle until a rescue vehicle arrives.
- s. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end.
6. You must take all reasonable steps to prevent a breakdown, and you and your legal spouse or civil partner must not drive any vehicle which is in an unsafe or unroadworthy condition.
7. You must carry a roadworthy spare tyre with your vehicle at all times, except where one is not fitted as standard manufacturer's equipment. If your vehicle is fitted with locking wheel nuts you must also carry the key/tool to remove them.
8. You must keep your vehicle properly maintained and serviced.
9. The vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK.
10. If you need to contact us you should do so through the administrator. Their address is:
Right Choice Insurance, Brokers
St. James House,
27--43 Eastern Road,
Romford, Essex RM1
3NH, Phone: 0345 241
1359
Email: contact@autoaidbreakdown.co.uk

Cancellation

"14 Days Cooling off Period"

If this insurance does not meet your needs, you may cancel it, without giving reason, by declaring your requirement to cancel within 14 days of the policy start date.

We will return any premium paid subject to a minimum premium of £15 (plus IPT) for the number of days for which we have provided cover.

The 14-day period applies to new policies and the renewing of existing policies.

"Outside 14 Days Cooling Off Period"

After the 14 day period, you may cancel this insurance by declaring your requirement to cancel.

If you have not made any claims in the current period of insurance, we will pay you a refund based on our short period rates as shown below

Period not exceeding	Percentage of annual premium retained
1 month	25%
2 months	30%
3 months	50%
4 months	60%
6 months	75%
8 months	90%
Over 8 months	Full premium

Where we may cancel your policy

We or the administrator may cancel this insurance by sending 7 days' notice, in writing to your last known address.

We will refund the part of your premium which applies to the remaining period of the insurance and pass this refund to the administrator

This insurance may be cancelled because:

- you have not paid the premium;
- you or anyone else covered by this insurance has not met the terms and conditions of this insurance;
- you have not provided documentation requested by us or the administrator;

- a change in your circumstances means we can no longer provide cover;
- you misrepresent or fail to disclose information that is relevant to this insurance; or
- you harass any member of our staff or that of the administrator, or show abusive or threatening behaviour towards them.

This is not an exhaustive list.

Misrepresentation

Where we identify misrepresentation or fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we may apply one or more of the remedies listed below:

- Agree with you to: amend your policy to record the correct information, apply any required change in; premium, policy terms and conditions.
- Apply any administration costs.
- Reject or pay only a proportion of your claim.
- Cancel the policy.
- Void the policy (which means to treat the policy as though it never existed).
- Not return to you any premium paid.

Important notices and Information

Data Protection Notice

This section contains important information about your personal details. Please make sure to show it to anyone covered by the policy.

We will process the details you have given us in line with the Data Protection Act 1998 (as amended from time to time) and any other laws that apply. Your information may also be processed outside the European area. In all cases we will make sure that your information is adequately protected.

To assess the terms of your insurance contract, or to deal with any claims, we may need to share information like your name, address, date of birth and it could include details of any medical conditions or criminal convictions. The Data Protection Act 1998 classifies this kind of information as 'sensitive'. We may pass this information on to other organisations that we have carefully chosen as well as other companies in the ERS group.

If you pay your premiums via a credit facility, we may share your information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. We share information with other insurers, certain government organisations and other authorised organisations.

By accepting this insurance you consent to such use of your personal data.

Insurance underwriting

We look at the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that we can:

- Consider whether to accept a risk;
- Make decisions about providing and dealing with insurance and other related services for you and members of your household;
- Set price levels for your policy;
- Confirm your identity to prevent money laundering; and
- Check the claims history for you or any person or property likely to be involved in the policy or a claim at any time.
We may do this:
 - When you apply for insurance;
 - If there is a claim; or
 - At the time you renew the policy.

Delivering quality insurance solutions

- How to make a complaint if things go wrong

Our promise to you

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. The address is ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW. Tel: 0345 268 0279 Email: complaints@ers.com

If you are not satisfied with our response you may ask the Complaints department at Lloyd's to review your case. The address is

Complaints Department,
Lloyd's, One Lime Street
London
EC3M 7HA
Tel: 020 7327 5693.
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service (FOS.) The address is:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR.
Tel: 0800 023 4567.
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

If you have any questions, about complaints please contact the Company Secretary at:

ERS Insurance Group Limited
52-54 Leadenhall Street
London EC3A 2BJ.

About ERS

ERS {Syndicate 218 at Lloyd's} is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. {Registered number 204851}.

ERS Syndicate Management Limited is registered in England and Wales number 426475. The registered office is 52-54 Leadenhall Street,
London EC3A 2BJ.

Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law {such as third party insurance for motor claims}, the scheme will cover the whole claim. You can get more information about the scheme from the FSCS via:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London EC3A 7QU
Tel: 0800 678 1100 or 0207 741 4100.
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

IN THE EVENT OF A BREAKDOWN

UK Breakdown:

If your vehicle breaks down, you can call the 24-hour AutoAid Rescue Control Centre on: Freephone 0800 328 4439 or 01277 720700, where trained staff will deal with your request quickly

Please have the following information available:

- Your name and document number.
- The phone number from which you are calling.
- The location of the broken-down vehicle including road numbers or names and landmarks.
- The registration number, make, model and colour.
- Any vehicle modifications which may be relevant to the recovery of the insured vehicle
- Details of how you will pay the recovery firm.

Please stay with the vehicle until a rescue vehicle arrives

Phone us using the 24 hour helpline numbers

CALL RECORDING

To help provide a first class service, telephone calls may be recorded.

Remember to keep all vouchers, invoices and receipts and other documents which may be relevant to your claim. Any claims must be notified, in writing, as soon as possible, and in any event within 14 days of the occurrence to:-

AutoAid Rescue
Axis Court
North Station Road
Colchester
Essex
CO1 1UX
Phone: 01277 720700
