

# EUROPEAN MOTORING BREAKDOWN POLICY

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Arranged for Insure Your Trip by Optimum Underwriting Limited. Insure Your Trip is a brand of Holiday Choice Ltd. Registered Office: 9 Goldington Road, Bedford, MK40 3JY.

This certificate is a CONTRACT OF INSURANCE. It contains details of the cover, conditions and exclusions relating to each Insured Vehicle and is the basis on which all claims will be settled.

This Policy Wording is to confirm that those persons who have paid the required premium are insured under the Master Policy No OPT/08/01/176 issued by Optimum Underwriting Limited of PO Box 337, Dorking, Surrey RH4 3YN. This document gives the full terms, exceptions and conditions of the policy. Your policy is governed by English Law. Optimum Underwriting Limited, Groupama Insurance Company Limited, and Holiday Choice Limited are authorised and regulated by The Financial Services Authority.

**MONEY BACK GUARANTEE:** We must draw your attention to a number of important features of this insurance. PLEASE READ THESE FEATURES AND THE WHOLE OF THIS DOCUMENT CAREFULLY. If the insurance does not meet your requirements please return it to Holiday Choice Limited within 14 days of issue but before departure. Provided no claim has been made your premium will be refunded in full.

## SUMMARY OF COVER PER INSURED VEHICLE

(Please see overleaf for full details of cover, conditions and exclusions)

Section 1 Before travel abroad starts	Section 2 Roadside assistance and towing	Section 3 Delivering replacement parts	Section 4 Loss of use of your vehicle	Section 5 If you become ill or injured and cannot drive	Section 6 If you cannot use your own vehicle to get home	Section 7 Damage by theft	Section 8 Legal expenses
up to £750	up to £200	up to £10,000	up to £750	up to £500	up to £2,000	up to £200	up to £20,000

### EUROPEAN MOTORING BREAKDOWN COVER

This policy is underwritten by Optimum Underwriting Limited as Underwriting Agents for Groupama Insurance Company Limited. Assistance Services operate the 24 hour motoring assistance helpline. This insurance is effected in the **United Kingdom**.

This document sets out the terms and conditions of **your** Cover and it is important that **you** read it carefully.

### MEANING OF WORDS

Wherever the following words and phrases appear in bold in this document and the Cover Confirmation Letter they will always have these meanings:

- We/Us/Our:** Optimum Underwriting Limited as Underwriting Agent for Groupama Insurance Company Limited, Groupama House, 24-26 Minorities, London EC3N 1DE.
- You/Your/Driver:** The policyholder or any person driving with **your** permission, and/or any passenger in the insured **vehicle** (maximum seven people including the **driver**).
- Vehicle:** **Vehicle** means the private car or motorcycle that does not exceed 3500KG in gross weight, 5.1m in length, 1.5m in height and 2.1m in width, insured under **your** policy, as shown on the Cover Confirmation Letter, details of which have been provided to Assistance Services and for which, the appropriate premium has been paid and received by **us**.  
If **your vehicle** breaks down whilst towing a caravan or trailer **we** will recover **your vehicle** together with caravan or trailer providing they do not exceed the following dimensions: 8m in length, 3m in height and 2.25 in width. **You** must carry a serviceable spare tyre and wheel for **your vehicle**, caravan or trailer.
- Your Home:** The **United Kingdom** address last notified to your intermediary as **your** permanent residence or place where **your vehicle** is normally kept.
- Breakdown:** Immobilisation of the **vehicle** as a result of mechanical breakdown, accident, act of vandalism, fire or attempted/recovered theft, flat tyre, lack of fuel, flat battery, occurring within the **United Kingdom** or Western European territorial limits, during the **period of cover**.
- United Kingdom:** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- Period of Cover:** The period to which the insurance applies and is stated on **your** Cover Confirmation Letter.
- Journey:** A return trip in **your vehicle** between your home in the **United Kingdom** and **your** destination abroad, within the territorial limits, which does not exceed the number of days confirmed in **your** Cover Confirmation Letter. In respect of annual multi-trip cover, the maximum duration of any one trip is 31 days but can be increased to a maximum of 60 days any one trip on payment of an additional premium.

**Unless otherwise stated cover only applies in the European Union states and in Western Europe and includes the following countries:**

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, and dependent Islands of the aforementioned countries.

**Cover is subject to the General Conditions and General Exclusions detailed on pages 2 and 3. If you suffer a breakdown involving your vehicle please call the 24 hour emergency telephone number +44 (0) 1342 336606.**

### BREAKDOWN IN EUROPE

#### SECTION 1 – BEFORE TRAVEL ABROAD STARTS

The benefits under Section 4, below, also apply in the **United Kingdom**, providing that the **breakdown** happens within seven days of the start of **your journey**.

#### SECTION 2 – ROADSIDE ASSISTANCE AND TOWING

##### WHAT IS COVERED:

- In the event that **your vehicle** is immobilised as a result of a **breakdown**, **we** will arrange and pay for a **vehicle** rescue operator to come to the place of **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
- If **your vehicle** cannot be made roadworthy at the place of **breakdown**, **we** will arrange and pay for **your vehicle** together with the **driver** and up to six passengers to be taken to a suitable garage, for it to be repaired at **your** cost.
- Labour charges and/or replacement parts up to £200 for immediate emergency repairs which are necessary to make **your vehicle** secure following the theft or attempted theft of the **vehicle** or its contents.

**NOTE:** Roadside assistance and towing will only be provided if permitted by local regulations, and payment guarantee by Assistance Services will be provided subject to it being accepted locally.

##### WHAT IS NOT COVERED:

- The cost of paintwork and other cosmetic items.
- Any amounts for making the **vehicle** secure once **you** have returned to the **United Kingdom**.
- Anything mentioned in the General Exclusions.

#### SECTION 3 – DELIVERING REPLACEMENT PARTS

##### WHAT IS COVERED:

- If replacement parts are not available locally to repair the **vehicle** following a **breakdown** **we** will arrange and pay to have them delivered to **you** or an agreed location as quickly as reasonably possible.

##### WHAT IS NOT COVERED:

- The actual cost of replacement parts and any customs duty. This must be paid to **us** using a credit or charge card, or at **our** discretion, any other payment method.
- Any amount if the replacement parts can be got locally.
- Anything mentioned in the General Exclusions.

#### SECTION 4 – LOSS OF USE OF YOUR VEHICLE

##### WHAT IS COVERED:

If during **your journey** **your vehicle** is immobilised or made unroadworthy as a result of a **breakdown** and will take at least eight hours to repair, or has been stolen and not within eight hours, **we** will arrange and pay for any one of the following:

1. To transport **you**, **your** passengers and luggage to **your** intended destination, and then return **you** to **your vehicle** once it has been repaired, or, for a driver to bring **your vehicle** to **your** holiday location once it has been repaired.
2. The cost of hiring an alternative car while **your vehicle** is being repaired up to £70 per day and £750 in total.
3. B&B expenses up to £30 per person (£500 in total for **your** whole party) while **your vehicle** is being repaired, provided **your** original accommodation has been pre-paid and **you** can't get **your** money back.

**NOTE:**

We will choose the most appropriate solution from one of the above options.

We cannot guarantee that hire cars will always be available and we are not responsible if they are not available. We will do our best to arrange a vehicle of equivalent size but no guarantee can be given that there will be tow bars, bike racks, roof boxes or other accessories included.

Hire cars are provided subject to **you** meeting the conditions of the hirer. In most parts of Europe, hire cars are not permitted to cross national frontiers or be brought back to the **United Kingdom**.

**WHAT IS NOT COVERED:**

1. The cost of fuel or lubricants **you** use in the hire vehicle.
2. Anything mentioned in the General Exclusions.

## SECTION 5 – IF YOU BECOME ILL/INJURED & CAN'T DRIVE

**WHAT IS COVERED:**

1. As long as **you** have medical proof that **you** can't drive, and no-one else in **your** party can drive **you** home, we will pay up to £500 for a qualified driver to bring **you**, **your** passengers and **your vehicle** home.

**WHAT IS NOT COVERED:**

1. Anything mentioned in the General Exclusions.

## SECTION 6 – IF YOU CAN'T USE YOUR OWN VEHICLE TO GET HOME

**WHAT IS COVERED:**

If following a **breakdown your vehicle** is still not repaired or roadworthy when it is time for **you** to return home, we will pay for suitable transport to get **you**, **your** passengers and **your** luggage home, and up to £150 towards alternative travel costs in the **United Kingdom** while **you** wait for **your** own vehicle. We will also pay for:

1. Transporting **your vehicle** to **your** home or **your** chosen repairer in the **United Kingdom** (up to a maximum of £2000).
2. OR the cost of a single rail/sea ticket (or an air ticket if the rail/sea trip would take more than 12 hours) for **you** to go and fetch **your vehicle** once it has been repaired or found.
3. AND any storage charges (up to a total of £100) while it is waiting for repair, collection or transportation home.

**WHAT IS NOT COVERED:**

1. Any costs and expenses **you** would have incurred anyway for travelling home.
2. Loss or damage to personal possessions left in, on or near the **vehicle**.
3. The return of **your vehicle** to the **United Kingdom** if we believe that the cost of doing so would be greater than the market value in the **United Kingdom**.
4. The return of **your vehicle** to the **United Kingdom** if repairs can be completed locally and **you** are either unable or unwilling to allow this to happen.
5. Anything mentioned in the General Exclusions.
6. The repatriation of a **vehicle** if the costs exceeds the current market value of the **vehicle**.

## SECTION 7 – DAMAGE BY THEFT

**WHAT IS COVERED:**

Labour charges and/or replacement parts up to £200 for immediate emergency repairs which are necessary to make **your vehicle** secure following the theft or attempted theft of the **vehicle** or its contents.

**NOTE:** Payment guarantee by Assistance Services will be provided subject to it being accepted locally.

## SECTION 8 – LEGAL EXPENSES

Cover under this section is arranged and managed by Lexceteras Limited.

We will pay legal costs and expenses incurred by Irwin Mitchell Solicitors, up to a maximum of £20,000:

- a) in connection with the defence of an alleged motoring offence against the **driver** involving the **vehicle** during the trip.
- b) in the pursuit of uninsured losses against third parties arising from a road traffic accident involving the **vehicle** during the trip.

**WHAT IS NOT COVERED:**

We shall have complete control over proceedings and the appointment and control of a lawyer, and shall not be liable for:

- a) costs incurred in pursuance of any claim against a travel agent, tour operator,

- carrier, Optimum Underwriting Limited, Groupama Insurance Company Limited, Assistance Services, or of any action between **driver** and passengers;
- b) legal expenses incurred prior to the granting of support by us;
- c) any claim reported more than 180 days after the commencement of the incident giving rise to such a claim;
- d) any claim where, in our opinion there is insufficient prospect of a successful defence in respect of a), and of a successful pursuit in respect of b);
- e) prior to the issue of Court Proceedings; any legal expenses incurred by a legal adviser other than Irwin Mitchell Solicitors.

## GENERAL EXCLUSIONS

**WHAT IS NOT COVERED:**

1. The cost of replacement fuel or for any spare parts required to restore the mobility of **your vehicle** or for any costs incurred as a result of the unavailability of replacement parts.
2. Labour costs of more than ONE hour for roadside assistance.
3. If we consider that a locksmith, bodyglass or tyre specialist is needed, we will try to arrange these for **you** but **you** will have to pay for their services, unless **your vehicle** is covered under Section 2, 3).
4. The cost or the quality of repairs when **your vehicle** is repaired in any garage to which the **vehicle** is taken.
5. Any costs for **vehicles**, which have not been maintained and operated in accordance with the manufacturer's specifications.
6. Any call out or recovery costs incurred in the **United Kingdom** following a **breakdown** where the police or other emergency service insist on immediate recovery by a third party.
7. Assistance or recovery if **your vehicle** is partly or completely buried in snow, mud, sand or water.
8. Damage or costs incurred as a direct result of gaining access to **your vehicle** following **your** request for assistance.
9. Consequential loss of any kind arising from the provision of, or delay in providing, the services this cover relates to.
10. Transportation of horses or livestock. Onward transportation of any animal in **your vehicle** shall be at our discretion and solely at **your** risk.
11. Any costs for **vehicles** that have broken down or are unroadworthy when cover was taken out.
12. The costs incurred in obtaining a spare wheel or tyre for roadside repair where **you** are unable to provide a serviceable spare wheel or tyre.
13. If **your vehicle** has been modified for, or is taking part in, racing, trials or rallying.
14. Any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.
15. Recovery where **your vehicle** is carrying more occupants than a **driver** and up to six passengers or a greater weight, than for which the **vehicle** was designed, or where the **vehicle** is being used unreasonably on unsuitable terrain.
16. Recovery or assistance where the **vehicle** exceeds 3,500 kg gross **vehicle** weight or 5.1m in length, 1.5m in height and 2.1m in width.
17. Recovery or assistance where **your vehicle** is being used for the carriage of people for hire or reward, unless we have agreed this with **you**.
18. Recovery or assistance where the **vehicle** is being used for the carriage of commercial goods.
19. Any claim arising from the driving of **your vehicle** with **your** consent by:
  - any person who you know does not have a valid **United Kingdom** driving licence or
  - is not keeping to the conditions of their driving licence.
20. Any claim arising from an inadequate repair or attempted repair previously carried out during the course of the same trip.
21. Recovery costs following a road traffic accident or other incident normally covered by a motor insurance policy.
22. Any loss or damage caused to **your vehicle**, or any loss or expense arising from or contributed to by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
23. Loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
24. Any loss or damage caused by riot or civil commotion that happens outside the **United Kingdom**.

## GENERAL CONDITIONS

- Your vehicle** must be permanently registered in the **United Kingdom** and if appropriate have a current MOT certificate. It shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacturer's specifications.
- If **we** arrange for temporary roadside repairs to be carried out following damage to **your vehicle**, or we provide recovery to **your** nominated destination, **we** shall not be liable to provide further assistance in respect of the same incident or insured event.
- No benefit shall be payable unless **you** contact **us** via the emergency telephone numbers provided. **You** must not seek to contact any agent or repairer direct.
- You** are responsible for the safety of **your vehicle** and its contents and, unless incapacitated, or by arrangement with us or **our** agent, **you** must be in attendance at **your vehicle** at the estimated time **we** advise that assistance can be expected.
- Your** policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of Assistance Services.
- You** will have to pay the cost for the recovery or repair vehicle coming out to you if, after requesting assistance to which **you** are entitled, **your vehicle** is moved, recovered or repaired by any other means.
- You** will have to pay any toll or ferry fees incurred by the **driver** of the recovery vehicle.
- We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
- We** shall be entitled to request all reasonable assistance from **you** to conduct proceedings in **your** name for Assistance Services benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any cover provided by this insurance.
- You** shall carry a serviceable spare tyre and wheel for **your vehicle** and any attached caravan or trailer.
- We** reserve the right to nominate a suitable garage equipped to undertake repair, at **your** expense, rather than recover an immobilised vehicle, where effective repairs can be completed within eight hours.
- If **we** arrange for temporary roadside repairs to be carried out to **your vehicle**, **you** are required to then immediately arrange for any permanent repair that may be necessary.
- If **your vehicle** needs to be taken to a garage after a **breakdown**, it must be in an easily accessible position for a recovery vehicle to load. If this is not the case **you** will have to pay an emergency recovery fee.
- You** will have to pay for parts, components or other products used in the repair of **your vehicle**.
- We** will not arrange for assistance where **your vehicle** is considered to be dangerous or illegal to repair or transport.
- Assistance Services shall not be responsible for more than two claims made against the Service during any 12 month period which arise from a common identified fault.
- If **you** are covered for **breakdown** by any other insurance policy or warranty **you** must tell us.
- Should **you** be unwilling to accept **our** decision or that of **our** agents on the most suitable form of assistance to be provided, **we** will pay not more than £100 for any one **breakdown** towards **your** preferred form of assistance.
- The parties to this insurance are **you** and **us** and any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance policy but this does not affect any right or remedy of a third party that exist or is available apart from that Act.
- Any reduction in cover will only be allowed at renewal of the cover.
- We** may cancel this policy by giving **you** 14 days notice by recorded delivery to **your** last known **United Kingdom** address. If **we** do this **we** will refund any unused part of your premium as long as **you** have not made a claim during the period of cover. During the 14 days 'cooling off' period after initial purchase, **you** may cancel **your** policy and your premium will be refunded in full providing **you** have not made a claim or used the service. After the 14 day 'cooling off' period **you** have the right to cancel this policy by giving written notice to Insure Your Trip, but no refund of premium will be made.

## OUR PROMISE OF SERVICE

**We** make every effort to provide you with the highest standards of service. If on any occasion **our** service falls below the standard you would expect **us** to meet, the procedure below explains what **you** should do.

**You** can write to The Managing Director, Optimum Underwriting Limited, PO Box 337, Dorking, Surrey RH4 3YN.

If **your** complaint is not dealt with to **your** satisfaction **you** can write to The Chief Executive, Groupama Insurance Company Limited, Groupama House, 24-26 Minories, London EC3N 1DE.

If it is impossible to reach an agreement **you** have the right to make an appeal to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR or telephone 0845 080 1800.

## DATA PROTECTION ACT

Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## MOTORING ASSISTANCE COVER

ASSISTANCE SERVICES 24 HOUR EMERGENCY SERVICE

ASSISTANCE SERVICES 24 hour emergency service is available to provide assistance in the event of vehicle accident or breakdown.

**THE TELEPHONE NO. IS UNITED KINGDOM +44 (0) 1342 336606**

When calling for assistance, to help us help you, please have the following information available: a) Certificate Contract Number; b) address and telephone number at which you can be contacted; c) Vehicle Registration Document; d) Motor Insurance Certificate; e) Green Card; f) vehicle door and ignition key numbers; g) nearest major airport and railway station in the vicinity of the emergency.

**THIS EMERGENCY SERVICE MUST NOT BE USED FOR CASUAL ENQUIRIES**

## HOW TO MAKE A CLAIM

If you need to make a claim please obtain a claim form by telephoning or writing to the appropriate claims service below within 28 days of your return, quoting Insure Your Trip Travel European Breakdown Policy and which section of the policy you are claiming under.

### FOR SECTIONS 1 TO 7

Preferential Administration Services, 6th Floor, Central House, Clifftown Road, Southend-on-Sea, Essex, SS1 1AB.

Telephone: 0871 2211850 (calls may be monitored or recorded for quality purposes) Facsimile: 01702 351957 Email: pas@preferential.co.uk

Please quote scheme number YT900

### FOR SECTION 8 – Legal Expenses

Lexceteras Limited, Minerva House, Holbeach Technology Park, Park Road, Holbeach, Lincolnshire PE12 7PT

## COMPLAINTS PROCEDURE

Any enquiry or complaint you may have regarding your policy, or a claim notified under your policy, may be addressed to us. Please quote details of the policy, including your Validation Certificate number and/or claim number to enable the enquiry to be dealt with speedily.

If you are not satisfied with the handling of a complaint, you should write initially to:

**The Managing Director, Insure Your Trip, PO Box 1368, Bedford, MK42 5AD**

If you then wish to refer the matter further, you should write to:

**FOR SECTIONS 1 TO 7**

**The Managing Director, Optimum Underwriting Limited, PO Box 337, Dorking, Surrey RH4 3YN**

**FOR SECTION 8 - Legal Expenses**

**The Managing Director, Lexceteras Limited, Minerva House, Holbeach Technology Park, Park Road, Holbeach, Lincolnshire PE12 7PT**

If your complaint is not dealt with to your satisfaction by the Managing Director above you should then write to:

**The Chief Executive, Groupama Insurance Company Limited, Groupama House, 24-26 Minories, London EC3N 1DE**

If you are still not satisfied you have the right to refer any dispute to:

**The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR**

Insure Your Trip is a brand of Holiday Choice Ltd.

Holiday Choice Limited, PO Box 381, Bedford MK42 9WZ. Registered Office: 9 Goldington Road, Bedford MK40 3JY. Registered in England No. 3757883

Optimum Underwriting Limited, PO Box 337, Dorking, Surrey RH4 3YN. Registered office: Somers, Cranbrook Road, Benenden, Kent TN17 4ET. Registered in England No. 3805719

Optimum Underwriting Limited are Underwriting Agents for Groupama Insurance Company Limited

Holiday Choice Limited, Optimum Underwriting Limited and Groupama Insurance Company Limited are authorised and regulated by the Financial Services Authority

Groupama Insurance Company Limited are covered by the Financial Service Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 020 7892 7300.