## N.C.O.A. Vehicle Assist



# Welcome

Your Motor Breakdown insurance is provided by Call Assist. Call Assist is the largest truly independent Motor Breakdown provider in the UK, You can therefore be assured You are in safe hands should Your Vehicle suffer a Breakdown. We provide a 24 hour, 365 day a year service through our network of Recovery Operators throughout the UK and Europe.

### **Statement of Demands and Needs**

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a **Breakdown**. As with any insurance, it does not cover all situations and **You** should read the terms and conditions of this policy in connection with **Your Policy Schedule** to ensure that **You** have chosen a level of cover that meets **Your** specific needs.

### **Service Provider and Insurer**

This service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority.

The policy is underwritten by Ageas Insurance Limited, Registered Office Address, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, Registered in England and Wales no 354568.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.

### What to do if You Breakdown

If **Your Vehicle** breaks down please call Our 24 hour Control Centre on:

## 01206 714 325

If You are unable to make a connection, please contact Us on 01603 327180

If **You** are deaf, hard of hearing or speech impaired, please send a text message containing **Your** full name, collar number, vehicle registration and postcode to 07537 404890

All use of this service is available for the covered **Member** and their **Partner** only. Any claim will be validated with the National Crime Offices Association with costs for any claims from non-eligible persons being the responsibility of the claimant.

Please have the following information ready to give to  ${\it Our Rescue Co-Ordinator}$  who will use this to validate  ${\it Your}$  policy: -

- Your return telephone number with area code
- The collar number of the covered Member
- The name of the covered **Member**
- Your Home Address including postcode
- Your Vehicle registration
- The precise location of **Your Vehicle** (or as accurate as **You** are able in the circumstances)

We will take Your details and ask You to remain by the telephone You are calling from. Once We have made all the arrangements We will contact You to advise who will be coming out to You and how long they are expected to take. Your mobile phone must therefore be switched

Please remember to guard **Your** safety at all times but remain with or nearby **Your Vehicle** until the **Recovery Operator** arrives. Once the **Recovery Operator** arrives at the scene please be guided by their safety advice.

If You are broken down on a motorway and have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the Emergency Services of Our telephone number, they will then contact Us to arrange assistance. If the Police or Highways Agency are present at the scene please advise them that You have contacted Us or give them Our telephone number to call Us on Your behalf.

### **Definitions**

Certain words in this policy have a special meaning and these words are defined below. To help make this policy easy to understand, wherever they appear in the policy  $\mathbf{We}$  have highlighted them in bold.

#### Accident

A collision immediately rendering the  $\ensuremath{\textbf{Vehicle}}$  immobile or unsafe to drive.

#### **Breakdown**

An electrical or mechanical failure, lack of fuel, misfuel, puncture, **Accident**, theft, vandalism or fire to the **Vehicle**, which immediately renders the **Vehicle** immobilised.

#### Callout

The deployment of a Recovery Operator to Your Vehicle.

#### Duration

Commences from the date of **Your** departure from the UK and ceases upon **Your** return to the UK for a period not exceeding 90 days.

#### Family

The covered  $\ensuremath{\textbf{Member's}}$  dependents, including the cohabiting  $\ensuremath{\textbf{Partner}}$  at the time of the incident.

#### **Home Address**

The last known address recorded by the National Crime Officers Association identifying where **You** reside.

#### **Home Assist**

Assistance within a one mile radius of Your Home Address.

#### Member

All eligible individuals who are **Members** of the NCOA at the time at which the insured event occurs and who have paid the relevant subscription.

#### Partner

The **Partner** cohabiting with the covered **Member** at the time of the **Breakdown**.

#### Passengers

All non-fare paying persons travelling with the **Vehicle** at the time of the **Breakdown**, up to the legal carrying capacity of the **Vehicle**.

#### **Period of Insurance**

The **Duration** of this policy will be dependent on **Your** continued membership to the National Crime Officers Association and this cover remaining part of **Your** Group Insurance Scheme

#### **Recovery Operator**

The independent technician We appoint to attend the Breakdown.

#### Rescue Co-ordinator

The telephone operator employed by **Us**.

#### **Specialist Equipment**

Non-standard apparatus or recovery Vehicles which in the opinion of the Recovery Operator are required to safely recover the Vehicle. **Specialist Equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

#### Suitable Garage

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

#### **Territorial Limits (UK)**

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

#### Trip

A journey to the **Territorial Limits (Europe)** which commences from the date of **Your** departure from the **Territorial Limits (UK)** and ceases upon **Your** return to the **Territorial Limits (UK)** for a period not exceeding 90 days.

#### Us, We, Our

Call Assist Ltd.

#### Vehicle

The car, motorcycle, campervan, motorhome, domestic van or carderived van (vehicle weight not to exceed 3.5 tonnes for all vehicles) which You are travelling in/on at the time of the breakdown including any towed caravan or trailer of a proprietary make which is fitted with a standard towing hitch and doesn't exceed 7 metres/23 feet (not including the length of the A-frame and hitch).

#### You, Your

The covered **Member** of the National Crime Officers Association Group Insurance Scheme and their **Partner**.

### **Your Cover**

If a Vehicle in which You are travelling suffers a Breakdown, assistance will be provided. We will provide cover as detailed below for any Breakdown in accordance with the policy wording. Cover will apply during the Period of Insurance and within the Territorial Limits.

# Nationwide Recovery and Home Assist

The following service is provided with Your level of cover:

#### **Roadside Assistance**

In the event of a **Breakdown** within the **Territorial Limits (UK)**, during the **Period of Insurance**, **We** will arrange and pay for a **Recovery Operator** to attend the **Breakdown** and where appropriate, spend up to 60 minutes to try and repair the **Vehicle**.

#### Nationwide Recovery

If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** within 60 minutes at the roadside **We** will assist in the following way:

#### Either:

• Arrange and pay for **Your Vehicle** and the **Passengers** to be recovered to the nearest **Suitable Garage** which is able to undertake the repair.

Or:

 If the above the above is not possible at the time or the repair cannot be made within the same working day, We will arrange for Your Vehicle, You and the Passengers to be transported to Your Home Address, or if You would prefer and it is closer, Your original destination within the Territorial Limits (UK).

The recovery must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Co-Ordinator of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

#### **Home Assist**

We will send help to Your Home Address or within a one-mile radius of Your Home Address in the event Your Vehicle suffers a **Breakdown** and where appropriate, spend up to 60 minutes to try and repair the Vehicle.

If, in the opinion of the **Recovery Operator**, they are unable to repair **Your Vehicle** within 60 minutes at the scene of the **Breakdown**, **We** will arrange and pay for **Your Vehicle**, **You** and the **Passengers** to be recovered to the nearest **Suitable Garage** which is able to undertake the repair.

Any recovery must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Co-Ordinator of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

#### **Alternative Travel UK\***

In the event of a **Breakdown** within the **Territorial Limits (UK)**, **We** will pay up to £250 towards the reasonable cost of alternative transport or a hire car up to 1,600cc to allow **You** to complete **Your** original journey. **We** will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired **Vehicle**.

#### **Emergency Overnight Accommodation UK\***

In the event of a **Breakdown** within the **Territorial Limits (UK)**, **We** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the **Passengers** whilst **Your Vehicle** is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.

Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions:

- 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 will be offered on a pay/claim basis, which means that You must pay initially and We will send You a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from Our Rescue Co-ordinator. The policy will only pay for a hire car which We deem is appropriate for Your requirements and is available at the time assistance is provided. We will only reimburse claims when We are in receipt of a valid invoice/receipt.

#### Keys

If You lose, break, or lock Your keys within Your Vehicle, We will pay the Callout and mileage charges back to the Recovery Operator's base or Your Home Address if closer. All other costs incurred, including any Specialist Equipment needed to move the Vehicle, will be at Your expense.

#### **Misfuel Assist**

In the event You fill Your Vehicle's fuel tank with the incorrect type of fuel, We will arrange and pay up to £250 (inclusive of VAT) for a **Recovery Operator** to either recover Your Vehicle, You, and the **Passengers** to their base where a drain and flush to Your 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 to allow You to continue Your journey.

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 Your 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 Your Vehicle, You, and the Passengers to a repairer of Your choice within 20 miles of the scene of the Breakdown. Subject to the prior authorisation of Our Rescue Co-Ordinator We will also reimburse up to £250 (inclusive of VAT) towards the cost of a fuel drain and flush, only when We have received copies of valid receipts.

#### **Message Service**

If **You** require, **We** will pass on two messages to **Your** home or place of work to let them know of **Your** predicament and ease **Your** worry.

#### **Driver Illness/Injury**

If You are unable to continue Your journey within the Territorial Limits (UK) due to illness or injury (a medical certificate will be required) during the **Period of Insurance**, provided none of Your Passengers are able to drive, We will provide an alternative driver to return the Vehicle to Your nominated destination within the Territorial Limits (UK).

#### **European Assistance**

We will provide service in the **Territorial Limits (Europe)** where the maximum **Duration** of any single **Trip** does not exceed 90 days.

#### **General Notes Relating to European Cover**

Please ensure **You** carry **Your** V5C registration document and driving license with **You** during **Your** journey. Due to local regulations and customs, **You** may be required to provide copies of **Your** V5C registration document and/or driving license. **You** will be held liable for any costs incurred if copies of **Your** V5C registration document or driving license are not immediately available.

If **You** have broken down on a European motorway or major public road, **We** are generally unable to assist **You** and **You** will often need to obtain assistance via the SOS phones. The local services will tow **You** to a place of safety and **You** will be required to pay for the service immediately. **You** can then contact **Us** for further assistance. **We** will pay a maximum of £150.00 towards reimbursement of the costs, but **We** will only reimburse claims when **We** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

If **You** have broken down in a European Country during a Public Holiday, many services will be closed during the Holiday period. In these circumstances, **You** must allow **Us** time to assist **You** and effect a repair to **Your Vehicle**. **We** will not be held liable for any delays in reaching **Your** destination.

Regulations are different when **You Breakdown** in Europe and help may take longer in arriving. **We** will require detailed information from **You** regarding the location of **Your Vehicle**. **We** will need to know if **You** are on an outward or inward journey and details of **Your** booking arrangements. When **We** have all the required information **We** will liaise with the European network. **You** will be kept updated and therefore, **You** will be asked to remain at the telephone number **You** called from.

For assistance in the Territorial Limits (Europe), call Us on:

## 0044 1206 71486

#### **Roadside Assistance Abroad**

In the event of a **Breakdown** within the **Territorial Limits (Europe)** which occurs during the **Period of Insurance**, **We** will arrange and pay for a **Recovery Operator** to attend the **Breakdown** and where appropriate, spend up to 60 minutes to try and repair the **Vehicle**.

If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** within 60 minutes at the roadside **We** will arrange and pay for **Your Vehicle** and the **Passengers** to be recovered to the nearest **Suitable Garage** able to undertake the repair.

#### **Recovery and Repatriation Service**

If the Vehicle cannot be repaired within 48 hours or by Your intended return, whichever is the later, We will arrange for Your Vehicle, You and the 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 (Europe).

#### Alternative Transport Abroad\*

In the event of a **Breakdown** within the **Territorial Limits (Europe)**, **We** will pay up to £750 towards the reasonable cost of alternative transport or a hire vehicle up to 1,600cc to allow **You** to continue **Your** journey in the **Territorial Limits (Europe)** whilst **Your Vehicle** remains unroadworthy. **We** will also pay up to £200 towards the reasonable cost of alternative transport for two people to return and collect the repaired **Vehicle**.

#### **Emergency Overnight Accommodation Abroad\***

In the event of a **Breakdown** within the **Territorial Limits (Europe)** where **Your Vehicle** cannot be repaired the same working day and which results in **You** not being able to stay at **Your** pre-booked accommodation, **We** will pay up to £150 for a lone traveler or £75 per person for one night towards the reasonable cost of overnight accommodation including breakfast for **You** and the **Passengers**. The maximum Emergency Overnight Accommodation Abroad payment per incident is £1000.

\*These services will be offered on a pay/claim basis, which means that You must pay initially and We will send You a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from Our Rescue Co-Ordinator. The policy will only pay for a hire car which We deem is appropriate for Your requirements and is available at the time assistance is provided. We will only reimburse claims when We are in receipt of a valid invoice/receipt.

#### **Shipping of Spare Parts**

Where it is more efficient and cost effective to do so, **We** will pay the reasonable cost of shipping replacement parts to the repairing garage within the **Territorial Limits (Europe)**. 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. Although **We** will endeavour to source the required spare parts for You, **We** can make no guarantee the parts will be immediately available to **Us**.

### **General Notes**

#### **Uninsured Service**

**We** can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

#### **Call Recording**

To help **Us** provide a quality service, **Your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **Breakdown** service **We** provide.

#### **Governing Law**

This policy will be governed by English law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **You** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

#### Language

The contractual terms and conditions, and other information relating to this contract will be in the English language.

#### **Measurements**

A **Home Assist** is calculated using a straight line from the **Home Address** to the location of the **Breakdown**. All other measurements are calculated using driving distances.

#### **Suitable Garage Repairs**

Any repairs undertaken by the **Recovery Operators** at their premises are provided under a separate contract, which is between **You** and the **Recovery Operator**.

#### **Signing Documentation**

You may be asked to sign documents by the **Recovery Operator** which relate to the service being provided. Whilst You are not required to sign such documents, 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. In the event You require assistance with understanding such documents please contact **Us** on: 01206 714 325.

#### **Emergency Repairs**

Emergency repairs undertaken at the roadside by **Recovery Operators** cannot be guaranteed and, in some cases, will not be attempted. Due to the nature of roadside assistance, it is not always possible for **Recovery Operators** to accurately diagnose the fault with the **Vehicle** or state whether the **Vehicle** is in a roadworthy condition or otherwise safe to drive. **Recovery Operators** are not instructed to conduct **Vehicle** health inspections.

### **Exclusions**

Applying to all sections unless otherwise stated

- Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the Vehicle with a standard 50mm tow ball coupling hitch.
- 2. Service where glass or windscreens have been damaged or broken.
- Any costs incurred to attend Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and Your safety is compromised.
- Breakdowns caused by failure to maintain the Vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
- 5. 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, 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.
- 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.
- 7. Breakdowns caused by overloading of the Vehicle or carrying more Passengers than it is designed to carry.
- Any subsequent Callouts 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 the Recovery Operator or is in transit to a prebooked appointment at a Suitable Garage.
- 9. The recovery of the **Vehicle** and **Passengers** if repairs can be carried out at or near the scene of the **Breakdown** within the same working day. If recovery takes effect **We** will only recover to one address in respect of any one **Breakdown**.
- 10. Breakdowns occurring to any Vehicle You are not travelling in.
- 11. Any request for service if the **Vehicle** is 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.
- 12. Minibuses and Vehicles used for a commercial purpose, horseboxes, or limousines.
- Any claims relating to Vehicles exceeding 3,500 kg (3.5 tonnes) gross Vehicle weight.
- 14. Assistance if the **Vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 15. The cost of any parts, components or materials used to repair the Vehicle.
- 16. Repair and labour costs other than an hour roadside labour at the scene.
- 17. The use of **Specialist Equipment** occasionally required because the **Vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
- 18. Storage charges unless incurred whilst **We** organise repatriation from the **Territorial Limits (Europe)**.
- 19. Any **Breakdown** that occurred before **You** were provided with this cover.
- 20. More than six **Callouts** in any twelve month period.
- 21. Claims totalling more than £15,000 in any twelve month period.
- 22. Any costs or expenses not authorised by Our Rescue Co-Ordinator.
- The cost of food (other than breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
- 24. Claims not notified and authorised prior to expenses being incurred.
- Any charges where You or the Emergency Services arrange assistance or repairs by other means unless We have agreed to reimburse You.
- Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
- 27. Any cost that would have been incurred if no claim had arisen.
- 28. Any false or fraudulent claims.
- 29. The cost of alternative transport other than to **Your** destination and a return journey to collect **Your** repaired **Vehicle**.
- **30.** The cost of fuel, oil or insurance for a hire vehicle.

- 31. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **Breakdown** within the same working day.
- Recovery of the Vehicle or Your transport costs to return the Vehicle to Your Home Address once it has been inspected or repaired.
- 33. Any damage or loss to Your Vehicle or its contents and any injury to You or any third party caused by Us or the Recovery Operator. It is Your responsibility to ensure personal possessions are removed from the Vehicle prior to Your Vehicle being recovered.
- 34. Nothing in this policy limits **Our** liability for death or personal injury caused by the negligence of **Us** or **Our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
- 35. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, We will not pay for You to collect Your Vehicle from a repairer or for any time that has to be taken off work because of a Breakdown.
- Any cost incurred as a result of Your failure to comply with requests by Us or the Recovery Operator concerning the assistance being provided.
- 37. A request for service following any intentional or willful damage caused by **You** to **Your Vehicle**.
- 38. Fines and penalties imposed by courts.
- Any cost recoverable under any other insurance policy that You may have.
- 40. Any cover which is not specifically detailed within this policy.
- 41. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
  - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.

## Additional exclusions applying to the European Assistance

- 1. Service where repatriation costs exceed the market value of the **Vehicle**.
- 2. The cost of recovery from a European motorway exceeding £150.00.
- Repatriation to the Territorial Limits (UK) within 48 hours of the original Breakdown, regardless of ferry or tunnel bookings for the homebound journey or prearranged appointments You have made within the Territorial Limits (UK).
- 4. Repatriation if the **Vehicle** can be repaired but **You** do not have adequate funds for the repair.
- 5. Any claim where the **Duration** of a single **Trip** is planned to or subsequently exceeds 90 days.
- 6. Vehicles over 10 years old at the date of the Breakdown for travel in the Territorial Limits (Europe).

### **General Conditions**

Applying to all sections

- 1. You must remain with or nearby the Vehicle until help arrives.
- If a Callout is cancelled by You and a Recovery Operator has already been dispatched, You will lose a Callout from Your policy. We recommend You to 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 Callouts.
- We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
- 4. We have the right to refuse to provide the service if You or Your Passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Co-Ordinator or the Recovery Operator.
- 5. Your Vehicle must be registered to and ordinarily kept at an address within the Territorial Limits (UK).
- 6. Vehicles must be located within the Territorial Limits (UK) when cover commences.
- 7. We can request proof of outbound and inbound travel dates.

- 8. If in Our opinion the Vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the Vehicle in its current condition following the Breakdown, We have the option to pay You the market value of the Vehicle in its current condition and pay Your transportation costs to Your Home Address. It will be Your responsibility to apply for a Certificate of Destruction or other such document and You will be required to pay for any storage costs whilst this is obtained. If You would prefer the Vehicle to be transported to Your Home Address or original destination, this can be arranged but You will need to pay any costs which exceed the market value of the Vehicle in its current condition.
- 9. We will only pay ferry and toll fees within the confines of the United Kingdom of Great Britain and Northern Ireland.
- 10. We must be advised immediately at the time of contacting Us for assistance, if Your Vehicle is fitted with alloy wheels. If We are not advised and We are unable to provide the service promptly or efficiently through the agent who will be assisting You, You will be charged for any additional costs incurred.
- 11. If **We** are able to repair **Your Vehicle** at the roadside, **You** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
- 12. The repair must be carried out if the Vehicle is recovered to a Suitable Garage and the Suitable Garage can repair the Vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If You do not have funds available, any further service related to the claim will be denied.
- 13. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If You do not have funds available, any further service related to the claim will be denied.
- 14. In the event You use the service and the claim is subsequently found not to be covered by the policy, We reserve the right to reclaim any monies from You in order to pay for the uninsured service.
- 15. We may decline service if You have an outstanding debt with Us.
- 16. If You have a right of action against a third party, You shall cooperate with Us to recover any costs incurred by Us. If You are covered by any other insurance policy for any costs incurred by Us, You will need to claim these costs and reimburse Us. We reserve the right to claim back any costs that are recoverable through a third party.
- Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting Your Vehicle.
- 18. The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. We will endeavour to help arrange alternative transport but You will need to pay for this service immediately by credit or debit card.
- Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided. If You are unable to make a connection on any of the numbers provided, please call 01603 327180.
- 20. The policy is not transferable.
- If, in Our opinion, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may terminate Your cover immediately notifying You, by letter to Your Home Address, of what action We have taken.
- 22. We will provide cover if
  - a) You have met all the terms and conditions within this insurance.
  - b) The information provided to **Us**, as far as **You** are aware, is correct.

# Should you wish to contact us, we can be contacted by:

- Mail: Customer Services, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX
- Email: enquiries@call-assist.co.uk

### **Cancellation Rights**

**Breakdown** cover is provided as part of a group insurance package, should **You** wish to cancel **Your** cover please speak to **Your** NCOA Membership office.

### **Our Promise To You**

We aim to provide a high standard of service. Please telephone Us if You feel We have not achieved this and We will do Our best to rectify the problem immediately.

### **Complaints Procedure**

Any complaint **You** have regarding **Your** policy should be addressed to the policy administrator:

Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

We promise to:

- acknowledge Your complaint within three working days of receiving it;
- have Your complaint reviewed by a senior member of staff;
- tell You the name of the person managing Your complaint when We send Our acknowledgement letter; and
- respond to Your complaint within eight weeks. If this is not possible for any reason, We will write to You to let You know when We will contact You again.

If **You** remain dissatisfied with **Our** final decision or if **You** have not received **Our** final decision within 8 weeks of **Us** receiving **Your** complaint, short of court action, **You** can ask The Financial Ombudsman Service to review **Your** case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. If **You** do not refer **Your** complaint within 6 months of **Our** final decision The Financial Ombudsman Service will not have **Our** permission to review **Your** case and will only be able to do so in limited circumstances, such as if the delay was due to exceptional circumstances.

The Financial Ombudsman Service can be contacted at the following address:

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

Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9 123 (free from some mobile phones) or email <u>complaint.info@financial-ombudsman.org.uk</u>. For further information, **You** can also visit the website: www.financial-ombudsman.org.uk.

Following the complaints procedure does not affect **Your** rights to take legal proceedings.

# Financial Services Compensation Scheme

Should **We** be unable to meet **Our** liabilities **You** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **Your** business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk

### **Your Personal Data**

We collect and maintain personal data in order to administer this policy and provide the services detailed within this policy wording.

Ageas Insurance Limited acts as independent Data Controller in its own right. Its purpose for collecting, using, sharing, transferring and storing **Your** personal data differs from **Our** purposes, so make sure that **You** read the summaries of both Privacy Policies below with care.

Please note that all personal data that is held by the Data Controllers is safeguarded with appropriate levels of security and in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other Applicable Laws

and any successor or replacement legislation relating to the processing of personal data.

### **Privacy Policy**

The details provided here are only a summary of how **We** and Ageas collect, use, share, transfer and store **Your** personal data.

For **Our** full Privacy Policy please follow this link - <u>https://www.call-assist.co.uk/privacy-policy</u>. Enquiries in relation to data held by **Us** should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing <u>DPO@call-assist.co.uk</u>.

For Ageas full Privacy Policy please follow this link – <u>www.ageas.co.uk/legal/privacy-policy</u>. Enquiries in relation to data held by them should be directed to the Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing <u>thedpo@ageas.co.uk</u>.

### **Call Assist Privacy Policy**

#### Sharing your personal data

We will only share Your information in the following circumstances:

- it has been authorised by You;
- it is with regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), Financial Services Authority ("FSA"), and the Financial Services Commission ("FSC");
- it is with fraud prevention and credit reference agencies;
- it is required by law;
- it is being provided to Recovery Operators or other suppliers as required to fulfil Our contractual and legal obligations in this Policy Wording, and in which case Your personal data will be limited to the minimum ordinarily required for service provision: additionally, these suppliers will only be able to use Your personal data to provide the specific services described in this Policy.

#### Your rights

Under the terms of Data Protection legislation, **You** have a number of rights in relation to the personal data **We** hold about **You**:

- the right to ask for a free copy of any personal data We hold about You;
- the right to ask for correction of any inaccurate personal data held;
- object to the use of Your personal data for direct marketing;
- withdraw any permission You have previously given to Us to process your personal data;
- complain to the Information Commissioner's Office if You are not satisfied with our use of Your data;
- ask for Your personal data to be deleted from Our system/database.
   Please note that there are times when We will not be able to delete Your data. This may be as a result of Us fulfilling Our

legal and regulatory obligations, or where there is a minimum statutory period of time for which **We** have to keep **Your** information. If **We** are unable to fulfil a request, **We** will always let

You know Our reasons.

Should **You** wish to exercise any of your rights under the Data Protection legislation, please direct **Your** enquiry to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX; email <u>DPO@call-assist.co.uk</u>.

#### Collecting your personal data

When You apply for **Breakdown** cover with **Us**, **We** will collect a variety of information about You including Your personal data such as Your name, address, contact details, date of birth and IP address (which is a unique number identifying Your computer). Where relevant, **We** will also collect special categories of data (sensitive data) about You such as details regarding Your health.

We will also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

#### Using your personal data

The main reason **We** collect **Your** personal and/or special categories of data is because **We** need it to provide **You** with the appropriate policy quotation as well as to manage **Your** policy which may include handling a claim or issuing documentation to **You**. **Our** assessment of **Your** policy application may also involve an automated decision to determine

whether **We** are able to provide **You** with a quotation. If **You** object to **Your** data being processed by automated decision-making, then **We** will not be able to provide **You** with a **Breakdown** cover.

We will also use Your data where We feel there is a justifiable reason for doing so for example: to collect information regarding Your past policies; carry out research and analysis (including profiling); and record and monitor calls.

#### Keeping your personal data

Your data is considered to be an important asset to **Us** and as such **We** make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures  $\boldsymbol{We}$  take to keep  $\boldsymbol{Your}$  personal data secure include, but are not limited to:

- making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

#### Use and storage of your personal data

We will retain Your personal data for a maximum of seven years from the end of the insurance relationship with Call Assist, in line with Our legal and regulatory requirements. In any situation where the retention period is longer, We will inform You of this.

Where possible, **We** will anonymise or remove **Your** personal data that is no longer required for the purpose(s) for which it was obtained.

Your data may be transferred to, stored or processed outside the European Economic Area (EEA) - see **Our** online Privacy Policy for full details. We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where we have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

### **Ageas Privacy Notice**

For the purposes of this notice only, the defined words  $\ensuremath{\text{We/Us/Our}}$  mean Ageas Insurance Limited.

We are part of the Ageas group of companies. The details provided here are a summary of how We collect, use, share, transfer and store **Your** information.

For **Our** full Privacy Policy please visit **Our** website <u>www.ageas.co.uk</u> or contact **Our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing the <u>dpo@ageas.co.uk</u>

Your insurance adviser will have their own uses for Your personal information please ask Your insurance adviser if You would like more information about how they use Your personal information.

#### **Collecting your information**

We will collect a variety of information about You including personal information such as Your name, address, contact details, date of birth

and IP address (which is a unique number identifying **Your** computer). Where relevant, **We** will also collect sensitive personal information about **You** such as details regarding **Your** health, credit history and/or criminal convictions.

We will also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjudicators and/or suppliers appointed in the process of handling a claim.

#### Using your information

The main reason **We** collect **Your** personal and/or sensitive information is because it is needed to provide **You** with the appropriate insurance quotation, policy and price as well as to manage **Your** policy which includes handling a claim or issuing documentation to **You**. The assessment of **Your** insurance application may involve an automated decision to determine whether **We** are able to provide **You** with a quotation and/or the price. If **You** object to this being done, then **We** will not be able to provide **You** with insurance.

We will also use Your information where We feel there is a justifiable reason for doing so for example: to collect information regarding Your past policies; carry our research and analysis (including profiling); and record and monitor calls.

There might be situations where **We** will only use **Your** information if **You** have given **Us** permission such as using sensitive information. If **You** have given **Us** such information about someone else, **You** would have confirmed that **You** had their permission to do so.

#### Sharing your information

We will share Your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to Us or on Our behalf; fraud prevention and credit reference agencies and other companies, for example, when We are trialling products and services which We think may improve Our service to You or Our business processes.

Unless required to by law, **We** will never share **Your** personal data without the appropriate care and necessary safeguards being in place.

#### Keeping your information

We will only keep Your information for as long as is necessary to provide **Our** products and services to You and/or to fulfil **Our** legal and regulatory obligations.

#### Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer Your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where We have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect Your information.

#### Your rights

You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to request a copy of the personal information We hold about You; object to the use of Your personal information; withdraw any permission You have previously provided; and complain to the Information Commissioner's Office if You are not satisfied with Our use of Your information.

Please note that there are times when **We** will not be able to delete **Your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum statutory period of time for which **We** have to keep **Your** information. If **We** are unable to fulfil a request, **We** will always let **You** know **Our** reasons.