



breakdown recovery



Breakdown Recovery

Policy Document

Motoring Assistance Cover

This policy is administered by Warranty Direct Limited, Pinnacle House, A1 Barnet Way, Borehamwood, Herts, WD6 2XX (Company No 3233010), which is authorised and regulated by the Financial Services Authority (FSA)(FSA register number 309075).

Correspondence should be addressed to Warranty Direct Limited, Quadrant House, 20 Broad Street Mall, Reading, Berks, RG1 7QE.

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. IPA is a Belgian firm of Avenue Louise, 166 bte 1, 1050 Brussels, which has a branch office in the UK regulated by the Financial Services Authority (FSA)(FSA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR (Company number FC008998). You can check this by calling the FSA Consumer Helpline 0845 606 1234 or by visiting their website at www.fsa.org.uk

AXA Assistance operates the 24-hour motoring assistance helpline. This insurance is effected in England and is subject to the Laws of England and Wales.

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. There are different levels of cover available. The cover **you** hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to **you** separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **you** must follow for the policy to work.

If **you** find that this cover does not meet **your** needs, please contact Warranty Direct on 0800 097 8832 within 14 days of receiving this document and they will arrange for us to cancel this policy. **You** will receive a refund of **your** premium provided **you** have not made any claims.



Meaning of words

Wherever the following words and phrases appear in bold in this document and in the Policy Schedule they will always have these meanings:

1. **We/Us/Our**

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK. Registered No: FC008998.

In the Data Protection Section may also mean Warranty Direct Limited

2. **You/Your/Driver**

The policyholder or any person driving with **your** permission, and/or any passenger in the insured **vehicle** (maximum 7 people including the **driver**).

3. **Vehicle (s)**

Vehicle means the private car or motorcycle which is under 16 years of age (11 years within Europe), does not exceed 3,500 kg in gross weight, 5.1m in length, 1.95m in height and 2.1m in width, insured under **your** policy, as shown on the Policy Schedule, details of which have been provided to Inter Partner Assistance SA and for which, the appropriate premium has been paid and received by Inter Partner Assistance SA.

If **your vehicle** breaks down whilst towing a caravan or trailer we will recover **your vehicle** together with the caravan or trailer providing they do not exceed the following dimensions: 8m in length, 3m in height and 2.25m in width. **You** must carry a serviceable spare tyre and wheel for **your vehicle**, caravan or trailer, if it is designed to carry one.

4. **Your Home**

The **UK** address last notified to Warranty Direct as your permanent residence or place where your vehicle is normally kept.

5. **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 **UK** (or Western European territorial limits if the appropriate premium has been paid) during the **period of cover**.

6. **UK**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

7. **Period of Cover**

The period to which the insurance applies and is stated on your Policy Schedule.

8. **AXA Assistance**

AXA Assistance (UK) Limited, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

The cover detailed under each section will only apply if it is shown on your current Policy Schedule. Cover is subject to the General Exclusions and General Conditions detailed in sections H and I.

How to claim in the UK or under European Assistance

To obtain emergency assistance contact:

UK Emergency Assistance No.

0845 052 1170

NOTE MOBILE PHONES MAY INCUR A CHARGE

AND IT MAY BE NECESSARY TO PREFIX * BEFORE 0845

You should have the following information available upon request:

- The **vehicle's** Registration Number
- **Your** name and home Postcode
- **Your** Policy Number
- The make and model of the **vehicle**
- The colour of the **vehicle**
- The location of the **vehicle**
- An indication as to the nature of the problem

In the event of a **breakdown** on the motorway, proceed to the nearest SOS Emergency Telephone Box. Ask the Police to contact the 24-Hour EMERGENCY Helpline on the above number. Be prepared to provide the additional information together with the number of the SOS Emergency Telephone Box.

To obtain emergency assistance contact the 24 Hour

Emergency on the numbers below

European Breakdown Assistance No.

Tel +44 1737 815 031

Dialling from the **UK**

Tel 0845 052 1170

General Information

Cover within Europe only applies to **vehicles** under 11 years of age.

You should have the following information available upon request:

- **Your** full name and **UK** address
- The address and phone number abroad
- **Your** Policy and **Policy Schedule**
- Dates of travel abroad stated on your **Policy Schedule**
- Intended date of return **home**

For accident or breakdown

- Your vehicle's make and model and registration number
- The date, time and place of the incident (and vehicle's location now)
- Brief details of the circumstances of
 - a. the accident damage and any injury, or
 - b. the theft of your vehicle, or
 - c. the breakdown.



Breakdown in the UK

Please note on many European motorways or Autoroutes, particularly in France, if **you** break down the emergency telephones will be answered by the police. They will arrange for a recovery vehicle to tow **you** and **your vehicle** off the motorway either to a local garage or perhaps to a motorway service station, without reference to **AXA Assistance**. **You** may be required to pay for this assistance on the spot, in which case obtain and keep a receipt and **we** will reimburse **you**. Alternatively, once **you** and **your vehicle** are towed to a place of safety call **AXA Assistance** and the recovery agent may accept **our** guarantee of payment. At this stage **AXA Assistance** will also arrange any other assistance **you** may require.

Only by calling the Emergency Helpline numbers, will you be able to claim for the services provided.

Breakdown in the UK

Section A - Roadside Assistance + Local Recovery in the UK

What is covered:

1. If **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 the **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
2. 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 local garage normally within 15 miles, for it to be repaired at **your** cost.

What is not covered:

1. Anything mentioned in the general exclusions.

Section B - Nationwide Recovery in the UK

The cover in this section will only apply if it is shown on **your** current Policy Schedule.

What is covered:

If **your vehicle** cannot be made roadworthy at the place of the **breakdown**, and cannot be repaired the same day at a suitable local garage, **we** will arrange and pay for any one of the following:

1. Nationwide Recovery Service

For **your vehicle** together with the **driver** and up to six passengers to be taken to **your** intended destination or **home** anywhere in the **UK** and then at **your** request, for **your vehicle** to be taken to a garage of **your** choice within 15 miles during one complete journey, for it to be repaired at **your** cost.

2. Overnight Accommodation

Bed and breakfast expenses for one night only, limited to a maximum of £40 per person (£160 for **your** whole party).

3. 24 Hour UK Hire Vehicle

A hire vehicle of up to 1100cc for a period not exceeding 24 Hours. **You** will be responsible for the return of the hire vehicle and the collection of **your** repaired **vehicle**.

Please note: **We** will choose the most appropriate solution from one of the above options.

4. Emergency Driver within the UK

If, during the journey, the **driver** suffers accidental bodily injury or illness, which means that he or she cannot drive and there is no one else, able or qualified to drive the **vehicle**, **we** will provide, and pay for, a driver to complete the journey or return the **vehicle** and passengers to the intended destination. **You** will need to provide some form of medical certification before **we** provide this benefit.

What is not covered:

1. Anything mentioned in the general exclusions.

Section C – Home Recovery in the UK

The cover in this section will only apply if it is shown on **your** current Policy Schedule.

What is covered:

1. In the event that **your vehicle** is immobilised as a result of a **breakdown**, at or within a one mile radius of **your home**, **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.

Breakdown in Europe

2. 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 normally within 15 miles, for it to be repaired at **your** cost.

What is not covered:

1. Anything mentioned in the general exclusions.

Section D - European Assistance

The cover in this section will only apply if it is shown on **your** current Policy Schedule.

In addition to those detailed in the **UK** section, wherever the following words and phrases appear in bold in this document and Policy Schedule they will always have these meanings:

Journey

A return trip in **your vehicle** between **your home** in the **UK** and **your** destination abroad, within the territorial limits, which does not exceed 31 consecutive days, or no more than 90 days in total during the **period of cover**.

Unless otherwise stated cover in section D only applies in the European countries listed below:

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, Malta, the Republic of Cyprus, the Vatican City, and dependent Islands, within the geographical area of Europe, of the aforementioned countries.

D1) Before travel abroad starts

The benefits shown under section D4 below also apply in the **UK** providing that the **breakdown** happens during **your journey**.

D2) Roadside Assistance & Towing

What is covered:

1. 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.
2. 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.
3. 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.

What is not covered:

1. The cost of paint work and other cosmetic items.

2. Any amounts for making the **vehicle** secure once **you** have returned to the **UK**.

3. Anything mentioned in the general exclusions.

D3) 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:

1. 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.
2. Any amount if the replacement parts can be obtained locally.
3. Anything mentioned in the general exclusions.

D4) 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 8 hours to repair, or has been stolen and not recovered within 8 hours, we will arrange and pay for any one of the following:



Breakdown in Europe

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. Bed and Breakfast expenses up to £30 per person per day (£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.

Please note: **We** will choose the most appropriate solution from one of the above options.

What is not covered:

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

D5) If you become ill or injured and 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 for a qualified driver to bring **you, your** passengers and **your vehicle home**.

What is not covered:

1. Anything mentioned in the general exclusions.

D6) 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 **UK** 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 **UK**
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 **UK** if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the **UK**.
4. The return of **your vehicle** to the **UK** 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

Legal Advice and Uninsured Loss Recovery

Definitions

1 Warranty Direct Limited Assistance / We / Us / Our

The uninsured loss recovery and legal advice service which is operated by Inter Partner Assistance on behalf of Warranty Direct Limited.

2 You / Your

The Warranty Direct Limited member or any person authorised by the Insured to drive or be a passenger in the Insured's vehicle.

3 Your Vehicle

The vehicle registered for policy under Your Warranty Direct Limited policy, details of which have been provided to Warranty Direct Limited and for which a valid Motor Insurance Policy is in force.

4 Legal Costs and Expenses

Fees, expenses and other disbursements reasonably and properly incurred by the Appointed Representative as well as costs incurred by a Third Party in any civil proceedings for which the Insured Person becomes liable by order of a Court or which become payable by agreement with the consent of Warranty Direct Limited.

5 Legal Proceedings

The pursuit, with the approval of Warranty Direct Limited, of any civil or arbitration proceedings or

appeals arising there from, subject to the jurisdiction of courts within the territorial limits.

6 Event

A road accident within the territorial limits which results in:

- a loss of or damage to Your Vehicle or to any property owned either by You or for which You are legally responsible whilst such property is in Your Vehicle.
- b the death of or personal injury to You whilst in, mounting into or dismounting from Your Vehicle.

7 Limit of Indemnity

£50,000 which shall be the maximum amount payable in respect of all claims arising from the same original event after totalling all Your legal costs and expenses and Third Party's costs where awarded.

8 Appointed Representative

The solicitor or other appropriately qualified representative(s) appointed. Such appointment shall be made by Warranty Direct Limited in your name and on Your behalf.

9 Territorial Limits

United Kingdom, Isle of Man, Channel Islands.

Section E Legal Advice

The cover in this section will only apply if it is shown on **your** current Policy Schedule

We will provide to You, through our telephone number, access to our Legal Advisory Service. This service is staffed by qualified legal consultants, to give legal advice and guidance on any dispute related to the acquisition, use or maintenance of Your Vehicle. The qualified legal consultant is trained to provide straightforward advice on Your best course of action and will recommend the use of professional services when appropriate. All information will be treated as confidential.



Legal Advice and Uninsured Loss Recovery

Section F Uninsured Loss Recovery

The cover in this section will only apply if it is shown on **your** current Policy Schedule

Warranty Direct Limited will indemnify You for legal costs and expenses incurred in the pursuit of legal proceedings by You to recover uninsured losses or damages and compensation following an Event.

If you are in an accident in the UK and it's not your fault – we will organise a hire car and pursue any claims for non-insured items that are broken, damaged or lost, on your behalf.

Examples are personal injury, any applicable vehicle insurance policy excess, loss of earnings and "out of pocket" expenses.

Conditions applying to Legal Advice and ULR

- 1 Control of Proceedings
 - a You shall give all information and assistance as required to the Appointed Representative.
 - b You shall instruct the Appointed Representative to supply to Warranty Direct Limited any information, report, document or advice as it may reasonably require.
 - c You must advise Warranty Direct Limited of

any offer of settlement received as soon as possible and We may withdraw consent if such an offer is unreasonably refused.

- d You must take all reasonable steps to recover legal expenses if awarded costs.

2 Consent

The consent of Warranty Direct Limited must be obtained before the pursuit of any claims or legal proceedings are commenced. If Warranty Direct Limited consider that the pursuit or continued pursuit of any claim or legal proceedings has no reasonable prospect of success Warranty Direct Limited may refuse or withdraw consent.

If consent is given but subsequently withdrawn, We will pay legal costs and expenses incurred prior to the date of withdrawal. If You successfully pursue any claim or legal proceedings for which Warranty Direct Limited has refused to give consent to pay legal costs and expenses, We will subsequently pay such legal expenses in the terms of this Policy as if Our consent had been given in the first instance.

3 Communications

All correspondence sent by Warranty Direct Limited shall be deemed to have been received if posted to Your last known address.

4 Representation

Where legal proceedings are required We will nominate a person or firm to act for You.

- a Having nominated a representative for You, You shall have regard to the common law duty to minimise the cost of any claim or legal proceedings.
- b Warranty Direct Limited reserve the right through its agents or solicitors to make Our own investigations into the case and to attempt to settle the dispute.
- c Prior to You appointing a representative Warranty Direct Limited may elect to appoint one on Your behalf to protect Your interest

5 Arbitration

Any dispute or difference between the parties in connection with this Policy shall be settled under the procedures laid down by the Chartered Institute of Arbitrators in the Personal Insurance Arbitration Services Rules (1991 edition).

Legal Advice and Uninsured Loss Recovery

Exclusions applying to Legal Advice and ULR

Warranty Direct Limited will not indemnify you in respect of:

- 1 Any event which occurred before the inception of this Policy.
- 2 Any event reported to Warranty Direct Limited more than six months after its occurrence.
- 3 The expenses of any expert witness unless prior written approval has been received from Warranty Direct Limited.
- 4 Legal costs and expenses
 - a incurred prior to the issue of written consent of Warranty Direct Limited;
 - b by You against the Driver or another occupant of Your Vehicle at the time of the Event.
- 5 The failure to give proper instructions in due time to the Appointed Representative.
- 6 Any delay by You which in the opinion of Warranty Direct Limited is prejudicial to the conduct of the legal proceedings.
- 7 Any matter in respect of which You are, or would but for the existence of this insurance be, entitled to indemnity under any other policy or certificate of insurance.
- 8 Any legal costs and expenses incurred in the pursuit of legal proceedings where You withdraw from a claim without the prior consent of Warranty Direct Limited and You shall be responsible for any additional Legal Costs and Expenses incurred in such withdrawal.
- 9 Any Legal Costs and Expenses incurred arising out of an event where the Vehicle is not being used in accordance with the terms and conditions of Your Vehicle's Motor Insurance Policy.



Lifestyle Services

Section G – Lifestyle Services

The cover in this section will only apply if it is shown on your current Policy Schedule

1. Restaurant Referral/Booking Services

Upon request from a Warranty Direct Policyholder **we** will provide a list of restaurants based on location and/or cuisine. **We** will provide additional details if available such as hours of operation, dress code, acceptable form of payment, average price, type of cuisine/menu as well as ranking or grading from locally recognised cuisine guides. **We** will not make any recommendation and will have no responsibility in the event of discrepancies between the available information and the opinion of the Warranty Direct Policyholder. In addition, if requested by the Warranty Direct Policyholder, **we** will make a booking in a restaurant chosen by the Warranty Direct Policyholder using the Warranty Direct Policyholder's credit or debit card and will inform the Warranty Direct Policyholder of the cancellation policy of such restaurant. **We** will use our best efforts to obtain the requested reservation but will bear no responsibility in the event the reservation cannot be completed for reasons beyond our control. The Warranty Direct Policyholder will be solely responsible for cancellation and changes and will bear the applicable cost or charges, if any.

2. Flowers, Wine and Luxury Chocolate and Wine Delivery

Upon request from a Warranty Direct Policyholder, **we** will make necessary arrangements to locate, subject to availability, and have delivered to the address given by the Warranty Direct Policyholder the following items: flowers, luxury chocolates or wine delivery. Payment of the item will be made directly to the Warranty Direct Policyholder to the provider of the item, who will have sole responsibility regarding conformity and post sale service.

3. Event Ticket Assistance

Upon request from a Warranty Direct Policyholder, **we** will use our best efforts to find a ticket to a theatre, show, play, sport event or a sold-out event that the Warranty Direct Policyholder wishes to attend. Tickets to sold-out events are usually obtained through ticket brokers at a premium and often are non-refundable. **We** will inform the Warranty Direct Policyholder of the price and attached conditions, and the payment for any ticket will be made directly by the Warranty Direct Policyholder to the provider, who will have sole responsibility about conformity and post sale service.

4. Golf Course Referrals and Reservations

Upon request from a Warranty Direct Policyholder, **we** will give information to the Warranty Direct Policyholder about golf courses: location, address, telephone number, par, tee times, green fees and other common information. If the Golf course allows non-members access, **we** will, upon request from the Warranty Direct Policyholder and subject to availability, reserve a tee time on his/her behalf. The Warranty Direct Policyholder will pay all charges, including cancellation fees.

5. Route planning

Upon request from a Warranty Direct Policyholder, **we** will provide a route planning service for travel within the mainland of the **UK**. This service does not take into account road works or diversions, which may be in place at the date of travel. **We** do not accept any responsibility for delays or other inconvenience which may arise out of use of the route provided.

General Exclusions

Section H - General Exclusions applying to all parts of this policy

What is not covered:

1. Any **breakdown** that happens during the first 24 hours after cover is taken out for the first time, except for benefits shown under Section A, which are available immediately.
2. 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.
3. Labour costs of more than 1 hour for roadside assistance.
4. If **we** consider that a locksmith, body, glass 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 D2,3.
5. The cost or the quality of repairs when **your vehicle** is repaired in any garage to which the **vehicle** is taken.
6. Any costs for **vehicles**, which have not been maintained and operated in accordance with the manufacturer's specifications.
7. Any call out or recovery costs incurred in the **UK** following a **breakdown** where the police or other emergency service insist on immediate recovery by a third party.
8. Assistance or recovery if **your vehicle** is partly or completely buried in snow, mud, sand or water.
9. **We** will not be liable for any Specialist Recovery costs incurred.
10. Damage or costs incurred as a direct result of gaining access to **your vehicle** following **your** request for assistance.
11. Any loss of any kind that comes from providing, or delaying providing, the services this cover relates to. (For example, a loss of earnings, the cost of food and drink and costs we have not agreed beforehand).
12. Transportation of horses or livestock. Onward transportation of any animal in **your vehicle** shall be at **our** discretion and solely at **your** risk.
13. Any costs for **vehicles** that have broken down or are not roadworthy when cover was taken out.
14. 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. Please note this exclusion does not apply if **your vehicle** is not designed to carry a spare wheel.
15. If **your vehicle** has been modified for, or is taking part in, racing, trials or rallying.
16. Any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.
17. Recovery where **your vehicle** is carrying more occupants than a **driver** and up to 6 passengers or a greater weight, than for which the **vehicle** was designed, or where the **vehicle** is being used unreasonably on unsuitable terrain.
18. Recovery or assistance where the **vehicle** exceeds 3,500 kg gross **vehicle** weight or 5.1m in length, 1.95m in height and 2.1m in width.
19. 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**.
20. Recovery or assistance where the **vehicle** is being used for the carriage of commercial goods.
21. Any claim arising from the driving of **your vehicle** with **your** consent by:
 - a. any person who **you** know does not have a valid **UK** driving licence or
 - b. is not keeping to the conditions of their driving license.
22. Any claim arising from an inadequate repair or attempted repair previously carried out during the course of the same trip.
23. Recovery costs following a road traffic accident



General Conditions

or other incident normally covered by a motor insurance policy.

24. 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.
25. 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.
26. Any loss or damage caused by riot or civil commotion that happens outside the **UK**
27. Mobile phone and telephone call costs are not covered under **your** policy in any circumstances.

Section I - General Conditions applying to all parts of this policy

1. **Your vehicle** must be permanently registered in the **UK** 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. It

must be under 16 years old since first registration. (11 years for European Assistance)

2. 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.
3. 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.
4. **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.
5. **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 Inter Partner Assistance SA.
6. **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.
7. **You** will have to pay any toll or ferry fees incurred by the driver of the recovery vehicle.

8. **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.
9. **We** shall be entitled to request all reasonable assistance from **you** to conduct proceedings in **your** name for Inter Partner Assistance SA's benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any cover provided by this insurance.
10. **You** shall carry a serviceable spare tyre and wheel for **your vehicle** and any attached caravan or trailer. Please note this exclusion does not apply if **your vehicle** is not designed to carry a spare wheel.
11. **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 8 Hours.
12. 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.
13. 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.

General Conditions

14. **You** will have to pay for parts, components or other products used in the repair of **your vehicle**.
15. **We** will not arrange for assistance where **your vehicle** is considered to be dangerous or illegal to repair or transport.
16. Inter Partner Assistance SA 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; and no more than four in any 12 month period.
17. If **you** are covered for **breakdown** by any other insurance policy or warranty **you** must tell **us**.
18. 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.
19. **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 to be brought back to the **UK**.
20. 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.
21. Any reduction in cover will only be allowed at renewal of the cover.
22. Warranty Direct Limited may cancel this policy by giving **you** fourteen days notice by recorded delivery to **your** last known **UK** address.

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.



Complaints Procedure

Complaints Procedure

You can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK or telephone 0870 609 0023.

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, UK or telephone 0845 080 1800.

The existence of these procedures does not affect **your** right to take legal proceedings.

In addition Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms. Further information can be obtained from the website www.fscs.org.uk

Data Protection Act

We will keep details of **you, your breakdown** cover and claims to help **us** deal with **your** claims, prevent and detect fraud, money laundering or similar activity. **We** will use this information in line with the Data Protection Act 1998.

Upon payment of a statutory fee **you** can request a copy of the information that **we** hold about **you**. To request this, please write to:

Data Protection Officer
Inter Partner Assistance SA,
The Quadrangle, 106-118 Station Road,
Redhill, Surrey, UK
RH1 1PR,

Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**.

We monitor and record phone calls to help maintain **our** quality standards and for security purposes.



warranties made easy!

IMPORTANT: For Breakdown Assistance, Legal Advice or Lifestyle Services please call: **0845 052 1170**

Household Warranties

Whether you're looking to cover three items or more, we offer the best possible cover at the lowest possible cost.

We can cover the household appliances that really matter to you, such as your Washing Machine, Television and Dishwasher for a small fixed monthly fee.

You can choose how many and which appliances you want covered as long as they are less than 8 years old.

Simply call us today and tell us which appliances you want covered and we will do the rest.

Bike Warranties

Warranty Direct also provides cover against mechanical and electrical failure for bikes.

There are hundreds of things that can go wrong with your bike in the future, so why not cover it now! For new or used bikes. It doesn't matter if you've bought it from a dealer, privately or from an auction – we could offer you a warranty while you are on the phone.

Call us today and let us quote you for added protection against the unexpected

GAP Insurance

Most motor insurers only pay out the current market value of your car when an accident or theft, that gives rise to a "total loss claim", occurs.

This could leave a shortfall of several thousand pounds compared to the value of your car when you bought it.

Protect yourself from the risk of financial loss today with GAP Cover Insurance from Warranty Direct!

FOR DETAILS ON OUR FULL RANGE OF SERVICES OR TO GET A QUOTE CONTACT US ON 0800 731 7001.

Administration: 0845 052 1175 | **Fax:** 0845 052 1177 | **Email:** info@warrantydirect.co.uk | **Web:** www.warrantydirect.co.uk

Warranty Direct Limited, Quadrant House, 20 Broad Street Mall, Reading, RG1 7QE.

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