

Vehicle Breakdown Policy Wording

This policy is underwritten by AmTrust International Underwriters Ltd. The insurance is effected in England and is subject to the Laws of England and Wales.

Welcome

Thank you for taking out a Smart Assist Breakdown Policy.

This document sets out the terms and conditions of cover for the vehicle specified and it is important that you read it carefully in conjunction with the schedule. Please contact your advisor shown on the schedule if you have any questions.

Cancellation

We hope you are happy with the cover this policy provides. During the fourteen 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. In the event of a claim being made during this period, no refund of premium will be made. After the fourteen day 'cooling off' period you have the right to cancel this policy by giving fourteen days written notice to your advisor. No refund of premium will be made.

We may cancel this policy by giving you fourteen days notice by recorded delivery to your last known UK 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. In the event of a claim being made during this period, no refund of premium will be made.

In the event of breakdown

If you are in the United Kingdom call **0800 316 3559**.

If you are in Europe call **00800 4243 2444** or **+33 472 171 203** (Europe is only covered if shown in the schedule)

Your cover

Your policy schedule will show the level of cover purchased for the specified vehicle.

Changes to your policy

Any changes to your address or vehicle should be advised to your advisor immediately. You are only covered for the vehicle registration number specified on the schedule. It is not possible to change the level of cover purchased until the renewal date of your policy.

Definitions

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 or flat battery.
Europe	All islands of the Mediterranean (excluding Northern Cyprus) and the following countries of mainland Europe: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, and Switzerland.
Journey	A return trip in your vehicle between your home in the UK and your destination in Europe, which does not exceed 31 consecutive days and no more than 90 days in total during the period of cover.
Local Garage	Normally within 15 miles of the place of breakdown.
Schedule	Details of the specified vehicle, period of cover and the sections of this policy that apply.
UK	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Vehicle	The private car, motorised caravan, motorcycle or light commercial vehicle shown on the schedule which must: <ul style="list-style-type: none"> • be under 15 years of age at inception • not exceed 3,500KG in gross vehicle laden weight (including any load carried) • not exceed 7m in length, 3m in height and 2.3m in width Assistance will also be provided for a caravan, luggage trailer, camping trailer or trailer tent which was on tow at the time of the breakdown, provided it falls within the above limits.
We/Our/Us	Mynton Ltd, t/as Smart Assist, PO Box 2568, Henfield, West Sussex BN5 0BS, the appointed coverholder who administrate this policy on behalf of Amtrust International Ltd.

You/Your/Driver	The policyholder or any person driving with your permission, and/or any passenger in the specified vehicle (maximum 8 people including the driver).
Your Home	The UK address last notified to your advisor as your permanent residence or place where your vehicle is normally kept.

Cover

Each section of cover below confirms what is and what is not covered. Your schedule confirms which sections are included. Any cover is subject to the General Conditions that you must comply with for the policy to operate.

Section A - Roadside assistance in the United Kingdom

What is covered under section A:

- a) If your vehicle suffers a breakdown, we will arrange for a vehicle rescue operator to come to the place of the breakdown for a maximum of 1 hour in order to try and restore the vehicle's mobility.
- b) If your vehicle cannot be made roadworthy within this time at the place of breakdown, your vehicle together with the driver and up to seven passengers will be taken to a local garage for it to be repaired at your cost, or to a local destination of your choice provided it is no further.

What is not covered under section A:

- a) A breakdown at or within a ¼ mile radius of your home.
- b) Anything mentioned in the general exclusions.

Section B - Relay in the United Kingdom (only covered if shown in the schedule)

What is covered under section B:

If your vehicle cannot be made roadworthy at the place of the breakdown within 1 hour, and cannot be repaired the same day at a local garage, we will arrange and pay for any **one** of the following:

- a) Nationwide recovery service for your vehicle, driver and up to seven passengers to your intended destination or your home and from here we will take your vehicle to a local garage for it to be repaired at your cost.
- b) Overnight Bed and breakfast expenses for one night only, limited to a maximum of £40 per person (£160 for your whole party).
- c) 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. You must comply with the conditions of the hire car provider, which will include presenting your drivers licence and a credit or debit card before the hire vehicle is released to you.

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

What is not covered under section B:

- a) A breakdown at or within a ¼ mile radius of your home.
- b) Anything mentioned in the general exclusions.

Section C - At home (only covered if shown in the schedule)

What is covered under section C:

- a) If your vehicle suffers a breakdown, at or within a ¼ mile radius of your home, we will arrange and pay for a vehicle rescue operator to come to the place of the breakdown for a maximum of 1 hour in order to try and restore the vehicle's mobility.
- b) 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 seven passengers to be taken to a local garage for it to be repaired at your cost.

What is not covered under section C:

- a) Anything mentioned in the general exclusions.

Section D – European Extension (only covered if shown in the schedule)

Cover under this section only applies in Europe unless otherwise stated.

The maximum duration of your journey must not exceed 31 consecutive days and no more than 90 days in total during the period of cover.

D1 Roadside assistance

What is covered under section D1:

- a) If your vehicle suffers a breakdown, we will arrange for a vehicle rescue operator to come to the place of breakdown for a maximum of 1 hour to try and restore the vehicle's mobility.
- b) 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 seven passengers to be taken to a local garage, for it to be repaired at your cost.
- c) 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 under section D1:

- a) Any amounts for making the vehicle secure once you have returned to the UK.
- b) Anything mentioned in the general exclusions.

D2 Delivering replacement parts

What is covered under section D2:

- a) If replacement parts are not available locally to repair your 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 under section D2:

- a) 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.
- b) Any amount if the replacement parts are available locally.
- c) Anything mentioned in the general exclusions.

D3 Loss of use of Your Vehicle

What is covered under section D3:

The benefits within section D3 also apply in the UK, providing that the breakdown happens within the journey.

If your vehicle suffers a breakdown during your journey 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:

- a) To transport you and up to seven passengers to your intended destination, and then return you to your vehicle once it has been repaired or recovered.
- b) To transport you and up to seven passengers to your intended destination and arrange for a driver to bring your vehicle to your holiday location once it has been repaired or recovered.
- c) Hiring an alternative car while your vehicle is being repaired or recovered up to £70 per day and £750 in total.
- d) Bed & breakfast expenses up to £30 per person (£500 in total for your whole party) while your vehicle is being repaired or recovered, provided your original accommodation has been pre-paid and you cannot get your money back.

*Please 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 UK.

What is not covered under section D3:

- a) The cost of fuel or lubricants you use in the hire vehicle.
- b) Anything mentioned in the general exclusions.

D4 If you become ill or injured and cannot drive

What is covered under section D4:

- a) As long as medical evidence is produced confirming that you cannot 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 section D4:

- a) Anything mentioned in the general exclusions.

D5 If you cannot use your own vehicle to get home

What is covered under section D5:

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 and up to seven passengers home, plus up to £150 towards alternative travel costs in the UK while you wait for your own vehicle. We will also pay for:

- a) Transporting your vehicle to your home or your chosen repairer in the UK,
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 collect your vehicle once it has been repaired or recovered.
- b) Any storage charges (up to a total of £100) while it is waiting for repair, collection or transportation home.

What is not covered under section D5:

- a) Any costs and expenses you would have incurred anyway for travelling home.
- b) Loss or damage to personal possessions left in, on or near your vehicle.
- c) The return of your vehicle to the UK if we believe that the cost of doing so would be greater than the market value in the UK. Our decision is final.
- d) 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.
- e) Anything mentioned in the general exclusions.

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

1. You must use the emergency telephone numbers provided. You must not contact any agent or repairer direct. You will have to pay any costs incurred if you call the incorrect telephone number.
2. Your vehicle registration number must be quoted when calling for assistance and any relevant identification produced on the demand of the repairer or other agent nominated by us.
3. Your vehicle must not be moved, recovered or repaired by any other means after requesting assistance from us to which you are entitled. You will have to pay our costs in these circumstances.
4. Your vehicle must be permanently registered in the UK and if required have a current MOT certificate. It must be maintained in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacturer's specifications. At our request you must provide evidence of this.
5. You must carry a serviceable spare tyre and wheel for your vehicle and any attached caravan or trailer, where this is manufacturer's standard equipment.
6. If we arrange for temporary roadside repairs to be carried out or provide recovery to your nominated destination, we shall not be liable to provide further assistance in respect of the same incident or insured event if permanent repairs are not completed within a reasonable time.
7. You are responsible for the safety of your vehicle and its contents and, unless you are incapacitated, or make alternative arrangements with us, you must be in with your vehicle at the estimated time we advise that assistance can be expected.
8. You must provide all reasonable assistance to allow us to conduct proceedings in your name for our benefit to seek reimbursement of our costs from any third party.
9. You must tell us if are covered for breakdown by any other policy or warranty.
10. 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.

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

1. Recovery and assistance during the period of insurance if you have more than two claims of the same nature or more than four claims in total.
2. Consequential loss of any kind.
3. Cost of repairs in any garage to which the vehicle is taken.
4. Cost of any toll or ferry fees incurred.
5. Cost of replacement fuel and removal of incorrect fuel or fluids.
6. Cost incurred in obtaining a spare wheel or tyre where you are unable to provide a serviceable spare wheel or tyre except where not provided as manufacturers standard equipment.
7. Cost of parts or any costs incurred as a result of the unavailability of replacement parts unless specifically covered within the European section.
8. Cost of your telephone calls.
9. Cost of a locksmith, bodyglass or tyre specialist unless specifically covered within the European section.
10. Costs following a breakdown if the police or other emergency service insist on recovery by a third party.
11. Costs recoverable from any other insurance policy or motoring organisation.
12. Costs where the vehicle is unroadworthy or has not been maintained in accordance with the manufacturer's specifications.
13. Costs where a permanent repair has not been completed within a reasonable time following a temporary repair.
14. Costs where your vehicle is not accessible to a recovery vehicle.
15. Costs of specialist recovery.
16. Damage or costs incurred as a direct result of gaining access to your vehicle.
17. Recovery or assistance if your vehicle is partly or completely buried in snow, mud, sand or water.
18. Recovery or assistance where your vehicle is being used for racing, trials or rallying other than rallies held on open public highways where participants are required to comply with the laws of the road.
19. Recovery or assistance where your vehicle is being used unreasonably or on unsuitable terrain.
20. Recovery or assistance where your vehicle is being used for the carriage of people for hire or reward.
21. Should you be unwilling to accept our decision on the most suitable form of assistance the maximum we will pay is £100 for any one breakdown towards your preferred form of assistance.
22. Transportation of horses or livestock. Onward transportation of any other animal, goods or personal possessions in your vehicle or trailer shall be at our sole discretion and at your risk.

Complaints

We make every effort to provide 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.

1. In the first instance you should contact your advisor shown on the schedule, who will arrange an investigation.
2. If you are unhappy with the response you should write to us with full details of your complaint at: Smart Assist, PO Box 2568, Henfield, BN5 0BS
3. If the matter remains unresolved you can then write to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR

Data Protection

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.

FSA

AmTrust International Underwriters Ltd, 123 Lower Baggot Street, Dublin 2, Ireland, is authorised and licensed by the Financial Regulator in Ireland and licensed by the UK Financial Services Authority, registration number 203014.

Mynton Limited t/as Smart Assist, PO Box 2568, Henfield BN5 0BS, is authorised and regulated by the UK Financial Services Authority, registration number 472846.

The address of the FSA is: 25 The North Colonnade, Canary Wharf, London E14 5HS.