



# Optional additional products booklet

Please keep this booklet with your Car policy documents in a safe place

The products in this booklet only apply if shown in your welcome or renewal email



# The Complete Package

## These optional products only apply if shown in your welcome or renewal email

This additional booklet contains the key facts and policy wording for all optional products we offer. Please check your welcome or renewal email to confirm which optional additional products you have on your policy. We strongly advise you read this booklet carefully for details of the cover provided by each optional product you have purchased.

## Summary of Optional Additional Products Available

Personal Accident and Accidental Death .....	3
KeyBack Cover.....	16
Replacement Car.....	30
RAC Breakdown Cover .....	44

## About your contracts of insurance

For each optional additional product sold with your car insurance policy, you will enter into two separate contracts. The first contract is with us for arranging and administering your insurance policy on your behalf, and the second contract is with the insurer(s) for providing your insurance. A premium inclusive of Insurance Premium Tax shall be charged to you for both of these services.

If you would like to add any of the optional products detailed in this policy, please call our customer services team on **01733 308380**.

## Please keep in a safe place

**This optional additional product booklet will apply for the length of your policy with us and will not be re-issued at renewal.**

# Caring For Our Customers

## Important Numbers - If you need to make a claim:

Personal Accident and Accidental Death .....	0333 043 1325
KeyBack Cover .....	0333 241 9574
RAC Breakdown Cover .....	0330 159 0251
Replacement Car.....	0333 241 9562

\*This telephone number is for breakdown claims within the UK only. **For services abroad, please refer to page 27 of this booklet.**

We're committed to providing you with a first class service at all times. However, if any of the services we offer fall below the standard you would expect, you can contact us either by phone, email or letter and we will endeavour to resolve the matter as soon as possible

**Please note:** the processes laid out in this booklet are only for matters relating to the products shown above. Should you have any queries regarding your car policy and any related claims, please refer to your car policy booklet.

Call: 01733 308380 Email: [contact@hastingsdirectsmartmiles.com](mailto:contact@hastingsdirectsmartmiles.com)  
Address: Customer Relations Department, Hastings Direct SmartMiles,  
iGO4 House, Staniland Way, Peterborough, PE4 6JT

Should you wish to take the matter further, or speak to the provider directly, contact details are provided for each individual product within this booklet. If you are still not satisfied, you may refer your complaint to The Financial Ombudsman Service (FOS) Service:

Call: 0800 023 4567 or 0300 123 9123 Email: [Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)  
Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

## Financial Services Compensation Scheme (FSCS)

We and your Insurers are members of the Financial Services Compensation Scheme.

You may be entitled to compensation from the FSCS if the liabilities are not met under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request:

Call: 0207 892 7300 Email: [Enquiries@fscs.org.uk](mailto:Enquiries@fscs.org.uk)  
Address: The FSCS, Lloyds Chambers, Portsocken Street London E1 8BD

# Motor Personal Accident and Accidental Death

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

Based upon the information **you** have provided; this product will satisfy the needs of someone who requires cover for death or accidental bodily injury sustained during a motor accident occurring during the period of insurance.

## Policy Wording

### Who does it cover?

- The policyholder named on the policy schedule;
- Any person authorised to drive the vehicle under the **motor insurance policy**;
- Any passenger travelling in the insured vehicle;
- Persons aged under 81 years of age at the start date of the policy;

### What criteria apply?

The policyholder must have a **motor insurance policy** throughout the duration of the Motor Personal Injury and Accidental Death Policy.

## Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let your insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** or **Your** insurance broker may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current schedule, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

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## How to make a claim

To notify a claim please call **our** claims department immediately.

CALL: **0333 241 9209** Please quote "Motor PA" in all communications.

**Our** claims line is open 24 hours a day, 365 days a year to assist **you**.

Or **you** can write to **us** at: Coplus Floor 2 Norfolk Tower 48-52 Surrey Street Norwich NR1 3PA

**Your** details will be passed to **our** claims team who will handle **your** claim. Any queries in relation to **your** claim, after the initial notification, should be directed to the claims team.

## How to make a complaint

**We** hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:

Trent Services (Administration) Ltd Trent House, Love Lane,  
Cirencester, Gloucestershire, GL7 1XD

**Te: 01285 626020** Email: [admin@trent-services.co.uk](mailto:admin@trent-services.co.uk)

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote "Motor Personal Accident".

If **your** complaint about **your** claim cannot be resolved by the end of the third working day, **your** complaint will be passed to:

Customer Relations Department, UK General Insurance Limited Cast House,  
Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ

**Tel: 0345 218 2685** or Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower, London E14 9SR

**Tel: 0800 023 4 567** or Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from [https://register.fca.org.uk/ShPo\\_FirmDetailsPage?id=001b000003ejWCjAAM](https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM)

### Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read **our** Privacy Statement that can be viewed online by visiting: <https://www.coplus.co.uk/data-privacy-notice>

### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

### Renewal procedure

The term of **your** Personal Accident and Accidental Death policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements



### Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

### Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

**We** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

**You** may not assign any of the rights under this policy without the **insurer's** express prior written consent.

### Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

### Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

# General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in bold throughout the policy.

<b>Accident/Accidental</b>	A sudden and unexpected event as a result of a road traffic incident causing <b>bodily injury</b> .
<b>Bodily Injury</b>	A physical injury incurred during the <b>period of insurance</b> , resulting solely and independently from an <b>accident</b> which within 12 months from the date of the <b>accident</b> results in <b>your</b> death or disability.
<b>Consultant</b>	A medical specialist who is a member of an appropriate and recognised medical body. The <b>consultant</b> must be registered and practicing in the <b>territorial limits</b> and must not be insured under this policy or <b>your</b> relative or employer.
<b>Insured Vehicle</b>	Any private motor vehicle/as defined in your <b>motor insurance policy</b> .
<b>Insanity</b>	You being diagnosed as permanently and incurably insane as diagnosed according to the usual and customary standard of the registered medical profession.
<b>Insurer</b>	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.
<b>Loss of Limb(s)</b>	The loss by physical severance at, or above, the wrist or ankle or the permanent, total <b>loss of use</b> of an entire arm or leg. This can include the total, permanent <b>loss of use</b> , whether by physical severance or not, of a limb below the wrist or ankle, where an additional premium has been paid.
<b>Loss of Hearing or Speech</b>	The total, permanent and irrecoverable loss of hearing or speech.

<b>Loss of Sight</b>	<p>The permanent and total loss of sight which is consider as having happened:</p> <ol style="list-style-type: none"> <li>1. In both eyes, if <b>your</b> name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or</li> <li>2. In one eye if, after correction, the degree of sight <b>you</b> have left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).</li> </ol>
<b>Loss of Use</b>	<p>The total and irrecoverable loss of use of a limb where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement on the authority of a <b>consultant</b> specialising in that area.</p>
<b>Motor Insurance Policy</b>	<p>The valid motor insurance policy which has been issued to <b>you</b> for the <b>insured vehicle</b>.</p>
<b>Period of Insurance</b>	<p>This policy will run concurrently with <b>your motor insurance policy</b> for a maximum of 12 months. If <b>you</b> arranged this policy after the start date of <b>your motor insurance policy</b>, cover will be provided from the date <b>you</b> bought this personal <b>accident policy</b> and will end on the expiry date of <b>your motor insurance policy</b>, as detailed on the certificate of motor insurance.</p>
<b>Permanent Total Disablement</b>	<p>Disablement which entirely prevents <b>you</b> from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a <b>consultant</b>, shows no sign of ever improving.</p>
<b>Sum Insured</b>	<p>The maximum amount the <b>insurer</b> will pay in the event of a claim made against this policy, as specified within this document in the Table of Benefits on Page 3 of this document.</p>
<b>Territorial Limits</b>	<p>England, Scotland, Wales and Northern Ireland, the Isle of Man and the Channel Islands and up to 21 days in Europe in the <b>period of insurance</b>.</p>

## Definitions continued

<b>Terrorism</b>	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
<b>Third Degree Burns</b>	Third Degree Burns to 15% or more of body surface or 50% of either hand surface.
<b>We, Us, Our</b>	Motorplus Limited t/a Coplus
<b>You, Your</b>	The individual named on the <b>motor insurance policy</b> schedule, any other person entitled to drive the vehicle insured under the <b>motor insurance policy</b> and any passengers of the vehicle.

## Cover

If you sustain an accidental bodily injury or die during the period of insurance, the insurer will pay to you, (or, in the unfortunate event of your death, to your executors or administrator(s) the amount specified in the Table of Benefits below after the total claim has been substantiated under this policy.

### Table of Benefits

Insured event	Sum insured
<b>Accidental Death</b>	£30,000
Permanent Total <b>Loss of Sight</b> in One Eye or Both Eyes	£30,000
Permanent Loss of <b>Limbs</b>	£30,000
Permanent <b>Loss of Hearing</b> In both Ears	£30,000
Permanent <b>Loss of Hearing</b> In one Ear	£10,000
<b>Permanent Total Disablement</b>	£30,000
<b>Loss of Limb</b> below the Wrist or ankle	£10,000
<b>Loss of Speech</b>	£30,000

### Additional Benefits under this policy:

Insured event	Sum insured
Fractured Bones	£500.00
<b>Third Degree Burns</b>	£3,000.00
Spinal damage	£7,500.00
Hospitalisation	£100 per day up to a maximum of 30 days
Personal Effects	Up to £150 for damage to <b>your</b> clothing and or personal effects. Cover excludes the first £25 of each and every claim.
Emergency Dental Expenses	Up to £250 for emergency dental treatment for <b>your</b> natural teeth within 7 days of the <b>accident</b> . Cover excludes the first £25 of each and every claim.
Stress Counselling	Up to 5 stress counselling sessions with a qualified counsellor up to a maximum claim limit of £500

\*The benefit under **accidental** death is limited to £10,000 for persons aged under 16.

\*The **accidental** death benefit is payable to **your** executors or **administrators** in the event of **your** death.

The maximum accumulation limit for any one **accident** shall be £240,000 and the maximum claim per **insured person** is £30,000.

# General Conditions

## 1. Claims

When a claim or possible claim occurs, **you** must:

- i) Notify **us** as soon as possible;
- ii) Seek and follow advice from a registered medical practitioner and undergo any medical examination that **we** request;
- iii) In the unfortunate event of **your** death, **we** will be entitled to ask for, at our expense, a post-mortem examination;
- iv) **You**, may be required to supply additional documents at **your** expense before **your** claim can be processed, this may include (but is not limited to):
  - a) receipts for the cost of any medical treatment;
  - b) photographs of **your** injuries;
  - c) any written reports from where the **accident** took place;
  - d) police report if the police attended the scene; or
  - e) any witness statements.

## 2. Aggravated Physical Disability

If the consequence of an injury is aggravated by **your** physical disability or other condition which existed before the **accident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **accident** shall be the amount which is considered would have been payable if such consequences had not been so aggravated.

## 3. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

**You** may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

#### 4. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

#### 5. Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## 6. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

## 7. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

## 8. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

# General Exclusions

The **Insurer** will not be liable for:

- 1) Claims arising from or associated with physical or mental conditions or disabilities which **you** suffered from prior to the **accident**;
- 2) Claims occurring when **you** are over 81 years of age at the start date of the policy;
- 3) More than one claim for each insured event as a result of the same **accident**;
- 4) Claims occurring as a result of suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger except in an attempt to save a human life;
- 5) Claims arising from or associated with **your insanity** or through **your** own criminal act or being under the influence of alcohol or drugs whether prescribed or not;
- 6) Claims arising from as a result of the use of the **insured vehicle** for hire or reward, racing, competition, trials, track days, speed testing or for any purpose in connection with the motor trade, haulage or courier services, minibus or professional driving instruction;
- 7) Claims arising from or associated with provoked assault or fighting (except in bona fide self-defence);



- 8) Claims involving any matrimonial or family dispute;
- 9) Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 10) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- 11) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

# KeyBack Cover

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium. Based on the information **you** have provided; this product will satisfy the needs of someone who requires cover for insured keys which are lost, stolen or damaged by accidental means.

## Policy Wording

### Who does it cover?

- The policyholder and any immediate member of their family, including named drivers for motor key cover;
- When the policyholder is company this includes current employees authorised to use the relevant vehicle or property.

### What criteria apply?

- **Territorial Limits** are Great Britain, Northern Ireland, Channel Islands or Isle of Man;
- Stolen keys must be reported to the policy and a valid crime reference obtained.
- All claims must be reported within 30 days of occurrence.

### Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of your policy, please let **your** insurance broker know at your earliest convenience to ensure that **your** cover remains fully effective and in force.

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct; and
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** schedule of optional extra cover and any endorsements or certificates. These items together form **your** contract of insurance.

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## How to make a claim

In the event of a claim, please contact **us** as soon as **you** can giving **us** as much information as **you** can about what has happened to bring about the claim.

Telephone: 0333 241 9574 Email: [keyclaims@coplus.co.uk](mailto:keyclaims@coplus.co.uk)

Or you can write to us at:

[Coplus, Floor 2 Norfolk Tower 48-52 Surrey Street Norwich NR1 3PA](#)

Claims must be reported to **us** within 30 days of occurrence and if an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

**Our** claims line is open 24 hours a day, 365 days a year to assist **you**. In order for **us** to help **you** more efficiently, please quote "KeyBack" in all communications.

## How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at the address and telephone number noted above, but marked for the attention of the Quality Assurance Manager. It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claims reference available when **you** contact **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from [https://register.fca.org.uk/ShPo\\_FirmDetailsPage?id=001b000003ejWCjAAM](https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM)

## Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read **our** Privacy Statement that can be viewed online by visiting:

<https://www.coplus.co.uk/data-privacy-notice>

## Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

## Fraud prevention, detection and claims history

In order to prevent and detect fraud we may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

**You** can request a copy of certain personal records that **we** hold about **you** by writing to **us** at: [Quality Assurance Team Coplus Floor 2, Norfolk Tower, 48-52 Surrey Street Norwich NR1 3PA](#)

This information will be supplied within 30 calendar days upon request.

## Renewal procedure

The term of **your** KeyBack policy is one year, however, if **you** purchased cover after the original inception date cover will apply from the date of purchase until the renewal date of **your** main insurance policy.

At renewal **your** insurance broker will in good time supply **you** with a renewal invitation which will include all additional cover purchased. If they do not hear from **you** prior to the renewal date **your** policy along with all additional cover will be automatically renewed for a further 12 months. Where **you** were paying by monthly instalments, payments will continue to be collected from **your** account. If **you** pay for your insurance in full by credit or debit card, in most cases they will attempt to take payment using the securely held card details they have on file.

**You** will need to contact **your** insurance broker before **your** cover runs out if **you** wish to use an alternative payment method or **you** do not want to renew **your** policy for a further 12 months.

If for some reason they are unable to automatically renew **your** policy, they will contact **you** by e-mail in good time before **your** renewal date to let **you** know what needs to be done in order to continue cover.

## Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this policy.

## Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named **insured**. A person who is not a named **insured** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### **Your Agreement with Others**

This contract of insurance is personal to **you** the policyholder, and the insured. **We** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation. **You** may not assign any of the rights under this policy without the **insurer's** express prior written consent.

### **Financial Services Compensation Scheme**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning **0800 678 1100**.

### **Use of language**

For the purposes of this insurance contract the language used will be English.

### **Other formats**

If you require this document in any other format please do not hesitate to contact **us**

# Definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in bold throughout the policy.

**Home** A building owned or rented by **you** and occupied by you as **your** main residence which is used solely for domestic residential purposes and is situated within the **territorial limits**.

**Insured Key/Keys** Any **vehicle**, home or office keys (including security safe keys and any immobiliser, infrared handset and/or alarm which is integral to any **insured** key if it cannot be repaired or reprogrammed).

**Insurer** UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance SE.

**Period of insurance** The duration of cover runs from the start date of **your** main insurance policy for a period of one year unless stated otherwise. Please refer to **your** schedule of optional extra cover for confirmation.

**Security Risk** The risk arising from the accidental loss or theft of an **insured key** whilst in **your** personal custody which means it may be possible for someone who found the key to trace it to **your vehicle** or property. The decision as to whether or not **your** lost **insured keys** presents a security risk will be made by **us**.

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

**Terrorism** Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

**Vehicle** Any motor **vehicle** owned by **you** or for which **you** are responsible, associated with **your insured keys**.

**We/our/us** Motorplus Limited t/a Coplus.

**You/Your/Insured** The policyholder and any immediate member of the policyholder's family, including named drivers of the **vehicle**. Where the policy holder is a company this includes employees of the company, employed by the company during the **period of insurance** who are authorised to use the relevant **vehicle** or property.



## Cover

1. When **your insured keys** are lost, stolen or damaged by accidental means within the **territorial limits**, the **insurer** will pay up to £1,500 in any one **period of insurance** in respect of:
  - i) locksmiths charges;
  - ii) new locks (if a **security risk** has arisen); and
  - iii) replacement **insured keys**
2. **Vehicle** hire for a period of up to 3 days if **your vehicle** is unusable as a result of lost **the insured** keys being lost, stolen or damaged by accidental means. The **insurer** will pay up to a maximum of £40 per day for a hire **vehicle** such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4).
3. The cost of reasonably incurred onward transportation if **you** are stranded due to the **insured keys** being lost, stolen or damaged by accidental means up to a maximum of £100 per day up to a maximum of 3 days.
4. If **your insured keys** are locked in **your** property or **vehicle you** must report this to **us** and **we** will arrange for a suitable contractor to attend. Upon validation of **your** claim, the **insurer** will pay costs incurred in obtaining a replacement key, or repairing or replacing any damaged lock, up to the policy limit of £50.
5. **Insured keys** that are unusable due to being damaged or broken in the lock up to the policy limit of £50.

## Safeguarding your keys

There are a number of ways in which **you** can take precautions to better protect **your** keys as follows:

- a) Never attach anything to **your** keys that contains **your** name, address or any details of where **your** car may frequently be parked and never leave keys unattended.
- b) Never hide keys under door mats, bins or on top of window frames as an opportunistic thief may be watching, or may guess where keys may be hidden.
- c) Never leave doors or windows open, even by a small amount.
- d) Never leave **your** keys in **your vehicle**, even for a moment, especially when **you** are visiting petrol stations, or whilst loading or unloading **your vehicle**. Always lock **your** car when leaving it.
- e) Do not keep duplicate keys on the same key ring as **your** main keys.
- f) Burglars are increasing turning to key crime as sophisticated security measures are now fitted as standard to new cars, and have been known to break into homes and offices just to steal car keys. Never leave car keys close to the front door where they can be seen.

## General Conditions

The following conditions apply to all sections of this policy. You must comply with them where applicable in order for your insurance to remain in full force and effect.

### 1. Claims

**You** must notify **us** within 30 days of any event which gives or may give rise to a claim, complete any forms requested by **us** or **your** insurance broker and promptly supply all information including any receipts and invoices for payment as required.

If an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

If **you** do not own **your** property and **your** claim is in relation to the keys to **your** home, **we** may require permission from the owner, landlord or managing agent of the property to replace lost or stolen keys.

In the event of a claim, UK General Insurance Limited act for Great Lakes Insurance SE as their agent.

## 2. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, the **insurer** will then refund **your** premium in full.

**You** may cancel this insurance policy at any time after 14 days by informing your insurance broker, however no return of premium will be available. Please note, this cover will automatically terminate in the event that **your** main insurance policy that this optional extra cover was purchased with is cancelled.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons for **us** to cancel this insurance policy include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** or **your** agent ask.

If the **insurer** cancels the policy and/or any additional cover, **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

### 3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

### 4. Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

### 5. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

### 6. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

# General Exclusions

The following exclusions apply to this insurance contract:

1. **We** will pay no more than £1,500 in total in any one **period of insurance** for any and all claims.
2. Any **insured keys** that have been lost or stolen for a period of less than 3 days (unless **we** are satisfied that a delay would cause undue hardship or significant expense).

The decision as to what constitutes undue hardship or significant expense will be made by **us** and may depend upon whether **you** can access **your** home or **vehicle** during the 3 day wait period or there is a **security risk** following the loss or theft of the **insured keys**,

3. **Insured keys** that are lost, stolen or damaged by accidental means by someone other than **you**.
4. Any **insured keys** that are lost, damaged by accidental means or stolen and not reported to **us** within 30 days of occurrence.
5. **We** will not replace locks or **insured keys** to a higher specification to those that are lost, damaged or stolen.
6. Locks which were previously damaged prior to the loss or theft of **your insured keys**.
7. Costs incurred where **we** arrange for the attendance of a locksmith or other tradesmen, agent or representative at a particular location and **you** fail to attend.
8. Costs incurred where **you** make alternative arrangements with a third party, after **we** have already instructed a locksmith or other tradesman to attend a particular location.
9. Claims arising as a result of **your** failure to take reasonable steps to safeguard **insured key(s)**.
10. Any claims made without valid receipts or tickets and prior authorisation by **us**.
11. Any claims made within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis.
12. Any claim over £50 for any one incident when **insured keys** are locked inside a property or **vehicle** or broken in the lock or ignition.

13. Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
14. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
15. Any claims arising from any deliberate or criminal act or omission by **you**.
16. Loss or theft of, or damage to **insured keys** occurring outside the **period of insurance**.
17. If **your insured key** ceases to function correctly a diagnostic check may be requested at **your** own expense. This is to confirm if the fault is with the **insured key** or the **vehicle**. Only faults identified as relating to the **insured key** are covered under this policy.
18. Any associated costs (other than the cost of replacing the **insured key(s)**) if there are duplicate keys available to **you** immediately or within a reasonable period of time, unless **we** are satisfied that accessing **your** duplicate keys would cause undue hardship or significant expense. The decision as to what constitutes undue hardship or significant expense will be made by **us** and may depend upon how easily **you** can access **your** duplicate keys.
19. Keys which are given to **you** for safekeeping by a relative, friend, neighbour or employer unless:
  - i. there are no duplicates available to you immediately or within a 3 hour period;
  - ii. the loss of the key means there is a **security risk**;
  - iii. the loss of the key causes undue hardship or significant expense; or
  - iv. the key is required for emergency purposes

The decision as to what constitutes undue hardship or significant expense or emergency purposes will be made by **us** and may depend upon whether other duplicate keys are available to **you**.

20. Any loss of earnings or profits which **you** suffer as a result of the loss or theft of, or damage to an **insured key**.

21. Stolen **insured keys** which have not been reported to the police and a valid crime reference provided to **us**.
22. Wear, tear or general maintenance of **insured keys** or locks.
23. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

# Replacement Car

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

Based upon the information **you** have provided; this product will satisfy the needs of someone who requires a guaranteed replacement car cover as a result of a claim.

## Policy Wording

### Who does it cover?

- The policyholder;
- Any other person entitled to ride or drive the **vehicle** covered under the motor insurance policy who also meets the hire company's conditions.

The **Replacement Vehicle** policy is available to policyholders living in England, Wales, Mainland Scotland, Northern Ireland, Jersey, Guernsey and the Isle of Man.

### What criteria apply?

- Any user of the **vehicle** must be covered by motor insurance which is in force throughout the duration of the **replacement vehicle** policy;
- The insured **vehicle** must be roadworthy at the time of an **insured event** that gives rise to a claim and covered by a valid MOT certificate (if required);
- The insured **vehicle** must be covered by a valid and current operator's licence (if required);
- The insured person must meet the terms and conditions of the hire company. Which may include, but is not limited to:
  - I. Meeting any age requirement
  - II. Having a valid driving licence
  - III. Meeting any residency requirements

If the insured person cannot meet these requirements, a cash benefit may be payable as above, or **we** may consider paying alternative public transport costs. Alternatively, the insured person may be responsible for insuring the hire car themselves and any alternative insurance provided must be agreed with the hire company.



## Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** schedule of optional extra cover and any endorsements or certificates. These items together form **your** contract of insurance.

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## How to make a claim

In the event of a claim, please contact **us** as soon as reasonably possible after the **insured event** giving **us** as much information as **you** can about what has happened to bring about the claim. Please try to include the names and addresses of anyone else involved and any information provided by the police.

Telephone: 0333 241 9562 Email: [claims@coplus.co.uk](mailto:claims@coplus.co.uk)

Or **you** can write to **us** at:

[Coplus, Floor 2 Norfolk Tower 48-52 Surrey Street, Norwich NR1 3PA](#)

In order for **us** to help **you** more efficiently, please quote 'Replacement Vehicle' in all communications.

An **insured event** involving theft or attempted theft, or vandalism must be reported to the police and a valid crime reference obtained.

## How to make a complaint

**We** hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at the address and telephone number noted above, but marked for the attention of the Quality Assurance Manager. It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claims reference available when **you** contact **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

[The Financial Ombudsman Service Exchange Tower London E14 9SR](#)

Telephone: 0800 023 4567 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from [https://register.fca.org.uk/ShPo\\_FirmDetailsPage?id=001b000003ejWCjAAM](https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM)

### Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read **our** Privacy Statement that can be viewed online by visiting: <https://www.coplus.co.uk/data-privacy-notice>

### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

You can request a copy of certain personal records that we hold about you by writing to us at: Quality Assurance Team Coplus Floor 2, Norfolk Tower, 48-52 Surrey Street Norwich NR1 3PA This information will be supplied within 30 calendar days upon request.

## Renewal procedure

The term of **your replacement vehicle** policy is one year, however, if **you** purchased cover after the original inception date cover will apply from the date of purchase until the renewal date of **your** main insurance policy.

At renewal **your** insurance broker will in good time supply **you** with a renewal invitation which will include all additional cover purchased. If they do not hear from **you** prior to the renewal date **your** policy along with all additional cover will be automatically renewed for a further 12 months. Where **you** were paying by monthly instalments, payments will continue to be collected from **your** account. If **you** pay for **your** insurance in full by credit or debit card, in most cases they will attempt to take payment using the securely held card details they have on file.

**You** will need to contact **your** insurance broker before your cover runs out if you wish to use an alternative payment method or you do not want to renew your policy for a further 12 months.

If for some reason they are unable to automatically renew **your** policy, they will contact **you** by e-mail in good time before **your** renewal date to let **you** know what needs to be done in order to continue cover.

## Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

## Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### **Your Agreement with Others**

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

The **insurer** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

### **Financial Services Compensation Scheme**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning **0800 678 1100**.

### **Use of language**

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

### **Other formats**

If **you** require this document in any other format please do not hesitate to contact **us**.

# General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

**Beyond Economical Repair** The **vehicle** being assessed as being **legally roadworthy** and damaged beyond the point where it would be economical to fund its repair. In the event that **you** are comprehensively insured, such assessment must be made by **your** motor insurers. In the event that **your** motor insurance is not comprehensive, such assessment will be made by **us**, or (if **you** are not responsible for the accident) by the insurers of the party responsible for the accident.

**Hire Firm** A member of **our** network of approved motor **vehicle** hire companies.

**Hire Period** The period from the date a **replacement vehicle** is delivered to **you** until the earliest of the following dates:

- a) where the insured **vehicle** is beyond **economical repair**, the date when **you** receive a payment which **you** accept in respect of the value of the insured **vehicle**; or
- b) where the insured **vehicle** is beyond **economical repair** and **you** receive an offer of settlement in respect of the insured **vehicle** which **we** consider reasonable, but which **you** want to reject, the date on which **we** notify **you** of our opinion; or
- c) where the insured **vehicle** is stolen and recovered and found to be immediately driveable, the date the insured **vehicle** is recovered; or
- d) where the insured **vehicle** is stolen and recovered and found to be undriveable, the date when **you** are advised that the insured **vehicle** is driveable; or
- e) where **your** claim is declined by **your** motor insurers, the date when **you** receive notification of this fact; or
- f) the end of the 15th day of hire; or
- g) the insured **vehicle** has been repaired.

Note: Hire is calculated on the basis of a 24 hour period. For example, if a **replacement vehicle** is delivered to **you** at 3pm on Monday, the end of the fourth day would be 3pm on Friday. Anything over 24 hours (i.e. after 3pm in this example) will be classified as the next day.

- Insured event** Either: a) The theft or attempted theft of or damage by fire, accident or act of malicious damage to the insured **vehicle** where the **vehicle** is deemed **legally** unroadworthy or **beyond economical** repair; or
- b) the theft of the insured **vehicle** where it remains unrecovered.

An insured event must be covered by the motor insurer of the **vehicle**.

**Insurer** UK General Insurance Limited, who is an insurers' agent and in the matters of a claim act on behalf of Great Lakes Insurance SE.

**Legally Unroadworthy** Damaged in a manner which renders it unfit for lawful use on a public highway within the **territorial limits**. **We** may ask **you** to prove the **vehicle** is legally unroadworthy by submitting an engineer's report.

**Period of insurance** The duration of cover runs from the start date of **your** vehicle insurance policy for a period of one year unless stated otherwise. Please refer to **your** schedule of optional extra cover for confirmation

**Replacement vehicle** A replacement vehicle selected by **us** and having an equivalent engine capacity to the insured **vehicle**, up to a maximum of class S6 (for example, a Ford Mondeo 2.0, Vauxhall Insignia 2.0 or equivalent).

**Territorial limits** England, Wales, Mainland Scotland, Northern Ireland, Jersey, Guernsey and the Isle of Man.

**Terrorism** Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

**Vehicle** The vehicle(s) specified in the motor insurance policy which was being driven or ridden by a person entitled to drive or ride.

**Vehicle hire costs** The cost of hiring a replacement vehicle for one continuous hire period.

**You/your** **You** and any other person driving the insured **vehicle** with **your** permission and under the cover of **your** motor insurance providing they satisfy the **hire firm's** standard terms and conditions of hire in force at the date of the insured incident and also providing that they are resident within the **territorial limits**.

**We/our/us** Motorplus Limited t/a Coplus.

## Cover

Upon payment of the premium, where the insured **vehicle** has been **written off**, is legally **unroadworthy** or remains unrecovered as a result of an **insured event** arising within the **territorial limits** during the **period of insurance**, the **insurer** will arrange:

1. A **replacement vehicle** to be provided to **you** for the duration of the **hire period**. The **insurer** will pay the **vehicle hire costs** provided that the hire has been arranged by **us** through a **hire firm**. The **replacement vehicle** will be delivered to **you** as soon as is practically possible following **your** report of an **insured event** to **us**;
2. If the **hire firm** is unable to supply **you** with a **replacement vehicle** because **you** do not meet their terms and conditions of hire, then the **insurer** will either at their discretion:
  - a. pay a cash benefit up to £150 per **insured event**; or
  - b. cover the cost of alternative public transport up to a maximum of £300 per **insured event** on receipt of valid receipts and/or tickets.

## General Conditions

The following conditions apply to all sections of this policy. You must comply with them where applicable in order for your insurance to remain in full force and effect.

### 1. Claims

- a) **You** must keep **us** fully informed at all times of all matters relating to the **insured event** and in particular must notify **us** as soon as practicable if an insured **vehicle** that has been stolen is recovered, or if an insured **vehicle** is rendered driveable;
- b) **You** must report all claims to **us** within 2 working days of the **insured event**. All claims must be reported to **your** motor insurer to claim under this policy;
- c) **You** must report any **insured event** involving theft or attempted theft or malicious damage to the police and obtain a valid crime reference;
- d) **You** must respond to **us** promptly in all matters relating to a claim;
- e) **We** reserve the right to:
  - i) take over any claim or civil proceedings at any time and conduct them in **your** name;
  - ii) negotiate or settle any claim on **your** behalf;
  - iii) contact **you** directly at any point concerning **your** claim;



## 2. Conditions of Hire

**You** must abide by the **hire firm's** terms and conditions of hire at all times during the **hire period**. These terms and conditions will be made available to **you** before **you** opt to accept a **replacement vehicle**.

If **you** do not meet these terms and conditions, a cash benefit of up to £150 per **insured event** may be payable as noted in the Cover Section, part 2 (above). This benefit will be paid at the **insurers** discretion and only when they are satisfied that a **replacement vehicle** cannot be provided to you by the **hire firm**. Alternatively the **insurer** may consider the cost of alternative public transport up to £300 per **insured event** as noted in the Cover Section, part 2 (above).

**You** will generally be required to return the **replacement vehicle** at the end of the **hire period** to an agreed location and with a full tank of fuel, unless the **hire firm** agree otherwise.

**You** will be required to present the following documents to the **hire** company:

- a. Valid motor insurance policy documents including a current certificate of motor insurance if **you** are arranging **your** own insurance;
- b. Driving licence photocard and licence summaries/unique codes (obtainable from the DVLA for yourself and any other insured drivers **you** wish to drive the **replacement vehicle**.);
- c. Proof of address/residency, such as a recent utility bill.

If **you** do not provide these documents and, if applicable, a crime reference number **you** will not be provided with a **replacement vehicle** and **your** claim will not be covered under this policy.

**You** must pay the insurance excess arising on any claim relating to the **replacement vehicle** which arises within the **hire period** or pay a collision damage waiver. Full details of this will be made available before hire commences.

## 3. Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please contact **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, **we** will refund **your** premium in full.

**You** may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available. Please note, this cover will automatically terminate in the event that **your** motor insurance policy is cancelled.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons for the **insurer** to cancel this insurance policy include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and back date the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

#### 4. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

## 5. Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## 6. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

## 7. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

## 8. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

# General Exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;
2. An **insured event** involving theft or attempted theft, malicious damage and/or vandalism to **your vehicle** which has not been reported to the police and a valid crime reference obtained or which has not been reported to **your** motor insurance company;
3. The **insurer** will not pay **vehicle hire costs** or any alternative cash or transport costs benefits for claims arising out or more than two insured incidents in any one **period of insurance**;
4. The **insurer** will not be able to supply a **replacement vehicle** to any person who does not meet the **hire firm's** standard terms and conditions of hire in force at the date that the insured incident reported to **us**. In this case, **we** may consider providing an alternative cash benefit or paying alternative public transport costs as per the Cover Section part 2 above;
5. The **insurer** will not supply a **replacement vehicle** if **your vehicle** is a taxi or private hire **vehicle**, if **you** are a self-drive hire operator;
6. If **you** are a motor trader, the **insurer** will only provide a **replacement vehicle** if it is to be used solely for **your** own personal use;
7. The **insurer** will not supply a **replacement vehicle** where it is to be used for racing, rallies or competitions;
8. The **insurer** will not supply a **replacement vehicle** where there is any allegation that the **insured event** had occurred after **you** had consumed alcohol or illegal drugs;
9. The **insurer** will not supply a **replacement vehicle** where at the time of the **insured event**, the **vehicle** was:
  - a. not roadworthy;
  - b. not covered by a valid, current MOT certificate (where this was required at the time);
  - c. not covered by a valid, current operator's licence (where this was required at the time);
  - d. being used without compulsory insurance being in place in accordance with the Road Traffic Act 1988;
  - e. Being driven by somebody that did not possess a valid, current, full driving licence (or where appropriate, a provisional licence);

10. The **insurer** will not pay costs incurred for the purchasing of a collision damage waiver from the **hire firm**, or in the event of **you** being involved in an accident whilst driving the **replacement vehicle**, the cost of any excess imposed by the **hire firm** in the event that **you** have not purchased a collision damage waiver;
11. The **insurer** reserves the right to recover **vehicle** hire costs from you during any period after the **hire** period if:-
  - **You** receive a settlement prior to the expiry of the **hire period**; or
  - **your hire period** ends early but it was discovered that the **vehicle** was driveable and **you** didn't inform **us**.
12. Any claim for a **replacement vehicle** which is covered under any other policy, or any claim that would have been covered by another policy, if this **replacement vehicle** policy did not exist;
13. Any claims made in respect of alternative public transport costs without valid receipts or tickets and prior authorisation by the **insurer**;
14. Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
15. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
16. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted;

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

# RAC Breakdown Cover Policy Summary

## Including Europe

### Introduction

This is a summary of the Breakdown Cover provided by Us and is important information that You should read. Full terms and conditions of cover are explained in the Terms and Conditions.

### Name of insurer

- Roadside, Recovery and At Home products are provided by RAC Motoring Services.
- Onward Travel and European Cover are underwritten by RAC Insurance Limited.

### Type of insurance and cover

This Policy covers You in the event of the Vehicle's mechanical Breakdown. A number of different products are available, the cover provided by each product is described briefly in the table of features and benefits below. The services We will provide to You will depend on which product or combination of products You buy.

Cover is Vehicle based. This means it covers the named Vehicle only, but for use by any authorised driver. Your welcome email will confirm the type of cover You have selected.

Services	RAC Roadside	RAC Roadside, + Recovery and Home Rescue	European Cover*
Roadside	✓	✓	✓
Recovery		✓	✓
At home		✓	✓
Onward travel			✓
European motoring assistance			✓

Based on the information **you** have provided; this product will satisfy the needs of someone who requires breakdown assistance for the level of cover you've requested.

## Significant features and benefits

This section outlines the main features and benefits of cover.

Recovery, At Home, Onward Travel and European Sections are only applicable if shown in your Policy Schedule

<b>Roadside</b>	Roadside assistance 1/4 mile or more away from Your Home address including a tow for up to 10 miles and taxi fares for up to 20 miles from the Breakdown if Your Vehicle cannot be fixed.
<b>Recovery</b>	As per Roadside plus Recovery for up to 8 people and Your Vehicle to any single destination within the UK.
<b>At home</b>	As per Roadside plus Breakdown Assistance at Your Home or within 1/4 mile of Your Home address.
<b>Onward</b>	Replacement car for up to 2 days whilst Your Vehicle is fixed, or, if this is not possible, overnight accommodation or an alternative form of transport.
<b>European Motoring</b>	Assistance In the event of a Breakdown of Your Vehicle on its way to a destination abroad, or whilst abroad, Your Vehicle will be fixed at the Roadside by a contractor or recovered to a local garage for repair or, if this is not possible, overnight accommodation or an alternative form of transport.

## Significant and unusual exclusions or limitations

This section outlines the main exclusions, limitations and conditions of Policy coverage. The following are not covered by this Policy, for full details please refer to the General Exclusions section of Your Policy booklet.

- Replacing tyres or windows.
- Missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them.
- The cost of ferry crossings, road toll and congestion charges.
- Contaminated fuel problems. We will arrange for the Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out.
- Labour at any garage to which the Vehicle is taken.
- If You require a second or any other type of Vehicle We will try to arrange this for You, You will have to pay for any additional costs.

## What to do if You Breakdown

If You are unfortunate enough to Breakdown, please call the number below.

**UK: 0333 202 1867** (pay call)

**France and Monaco: 0800 290 112** (freephone within France and Monaco only) **0472 43 52 55** (pay call)

**Republic of Ireland: 1 800 535 005** (freephone) **00 44 800 1079058\*** (pay call)

**Rest of Europe: 00 33 472 43 52 55** (pay call)

**Serbia and Montenegro: 99 33 472 43 52 55** (pay call)

**Azerbaijan, Belarus, Georgia, Russia, Ukraine: 810 33 472 43 52 55** (pay call)

\*Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.

## Duration of Policy

Your cover is for 1 year, renewable annually.

## Your right to cancel

You're entitled to cancel your policy within 14 days from the date you bought the contract, or the date you receive your policy documentation; whichever is the latest. You'll receive a full refund. If you cancel your policy after this 14 day period you will not get a refund. If you cancel your UK RAC cover your European cover entitlement will also end.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstances of Your claim.



## Caring for Our customers

We are committed to providing You with the highest standard of service and customer care. We realise however, there may be occasions when You feel that You did not receive the standard of service You expect.

Should You have cause for complaint about any aspect of the Breakdown services, which We have provided to You, please contact Us at the address indicated and We will work with You to resolve Your complaint.

Breakdown Customer Care, RAC Motoring Services, RAC House,  
PO Box 200, Walsall, WS5 4QZ.

If You are dissatisfied with any other aspect of RAC's services, please contact Us at:

Customer Care, RAC Motoring Services, Great Park Road,  
Bradley Stoke, Bristol, BS32 4ZZ.

Should you have cause for complaint about any aspect of the policy sale and administration, please contact:

Customer Services Manager Hastings Direct SmartMiles, iGO4 House,  
Staniland Way, Peterborough, PE4 6JT  
Alternatively you can e mail us at [contact@hastingsdirectsmartmiles.com](mailto:contact@hastingsdirectsmartmiles.com)

If We are unable to settle Your complaint with Us, You may be able to refer Your complaint to the Financial Ombudsman Service.

Provided by RAC Motoring Services (Registered in England No: 1424399, Registered Office:

RAC House, Brockhurst Crescent, Walsall, WS5 4AW) and/or RAC Insurance Limited (Registered in England No: 2355834, Registered Office: as above). RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are authorised and regulated by the Financial Conduct Authority.

## Terms and conditions

This Policy is a contract between Us and You. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and for which payment of the appropriate premium has been made and subject to the following Policy terms and conditions.

# Breakdown Cover Policy Wording

## Definitions

Below are certain words that have a specific meaning in this Policy and wherever these words appear they have the following meaning:

<b>Accident</b>	means an Accidental crash immobilising the insured Vehicle.
<b>Breakdown</b>	means unforeseen mechanical or electrical failure during the Period of Cover in the United Kingdom and Europe which has either immobilised Your Vehicle or made it unsafe to drive.
<b>Claim</b>	means a call for assistance under this Policy.
<b>Europe</b>	Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia, Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (West of the Bosphorus), Ukraine.
<b>Home</b>	means the address where You live in the United Kingdom.
<b>Period of Cover</b>	means the duration of Your cover as stated in Your Policy Documents.
<b>Policy Documents</b>	means this Policy wording and all associated documentation provided to You by Your insurer on Our behalf.
<b>Resident of the United Kingdom</b>	means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.
<b>Specialist Equipment</b>	is equipment not carried by RAC patrols or RAC contractors.
<b>The Party/Your Party</b>	means the persons including You, travelling with You in the Vehicle.

<b>United Kingdom/UK</b>	means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Vehicle</b>	means the Vehicle specified in the Fulfilment Material as being eligible to receive services under this Policy.
<b>We/Our/Us/RAC</b>	means RAC Motoring Services and/or RAC Insurance Limited.
<b>You/Your</b>	means the person(s) named in the Policy Documents when driving the Vehicle, or any other person driving the Vehicle with the owner's consent.

## Important information

### Choice of law

The laws of England and Wales govern Your Policy, unless You and RAC agree otherwise and the agreement has been put in writing by RAC.

### Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Telephone recording

For our joint protection, telephone calls may be recorded and/or monitored.

## What to do if You Breakdown

If You are unfortunate enough to Breakdown, please follow these simple steps.

1. Call the appropriate number stated in the table below.
2. Have to hand Your cover number and Vehicle registration.
3. Advise the operator of the location of Your Vehicle and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

**UK: 0333 202 1867** (pay call)

**France and Monaco: 0800 290 112** (freephone within France and Monaco only) **0472 43 52 55** (pay call)

**Republic of Ireland: 1 800 535 005** (freephone) **00 44 800 1079058\*** (pay call)

**Rest of Europe: 00 33 472 43 52 55** (pay call)

**Serbia and Montenegro: 99 33 472 43 52 55** (pay call)

**Azerbaijan, Belarus, Georgia, Russia, Ukraine: 810 33 472 43 52 55** (pay call)

\* If You are calling from a UK mobile phone, Your network provider may not allow You to call a freephone 1800 number. Please check with Your service provider prior to travelling. Customers who are affected can contact Us on 00 44 800 107 9058. Your network provider may charge You for this call.

\*Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.

## **Breakdowns on motorways**

On continental motorways (including service areas) You MUST use the Roadside emergency telephones. You cannot call RAC control centres from these. You will be connected to the police or authorised motorway service, who will send a Breakdown recovery Vehicle. However, this will only be to the recovery company's own depot if they cannot fix Your Vehicle – contact RAC using the numbers above as soon as You can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. These items are covered and You should obtain a receipt to claim a refund on Your return Home.

### **Mobiles and car phones**

RAC will not reimburse the cost of any telephone calls You make in connection with any Breakdown under this Policy (including mobile phone calls).

It may not be possible for an RAC control centre to call a mobile or car phone but when it is, You may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with Your service provider that Your phone meets the requirements and standards for the countries in which You are travelling.

## **Services provided**

### **Service in the UK**

Cover applies to Vehicles registered with the DVLA in Swansea or Northern Ireland only.

## Roadside

If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.

We will try to repair Your Vehicle at the roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken).

If We cannot repair the Vehicle at the roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to 8 people to a destination of Your choice within 10 miles of the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance

If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

### Roadside does not cover:

1. Breakdowns which would be prevented by routine servicing of Your Vehicle
2. any labour other than that incurred at the Roadside
3. replacing tyres or windows
4. missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
5. the cost of ferry crossings, road toll and congestion charges
6. Vehicles being demonstrated or delivered by motor traders, or used under trade plates
7. Vehicles, which, according to Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
8. Vehicles, which Breakdown within 1/4 mile of Your Home address or where You normally keep the Vehicle
9. contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out
10. the cost of parts, fuel or other supplies
11. any Vehicle storage charges incurred when You are using Our services
12. labour at any garage to which the Vehicle is taken
13. Breakdown caused by or following an Accident, fire, theft or act of vandalism.  
If You call Us for assistance following such an incident You will be liable to pay Us for removal. (Subject to the terms of Your insurance Policy, You can then reclaim these costs through Your insurance)
14. the tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit

15. any Vehicle in a position where We cannot work on it or tow it, or wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved
16. any animals in Your Vehicle, please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

## Recovery

Recovery has the same terms and conditions as Roadside but with the following variations.

If We cannot get Your Vehicle repaired locally within what We deem to be a reasonable time, We will take the Vehicle and up to 8 people Home or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there are no passengers who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service as We see fit).

### Recovery does not cover:

1. any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy
2. the use of Recovery as a way to avoid paying repair costs
3. a second Recovery if We consider that the original fault of a first Recovery has not been properly repaired
4. service within 24 hours of commencement of this Policy.

## At Home

At Home has the same terms and conditions as Roadside but with the following variations. At Home allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

### At Home does not cover:

1. the rectifying of failed or attempted repairs
2. the reimbursement of taxi fares
3. service within 24 hours of commencement of this Policy

## Onward Travel

Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later.

You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally.

- Replacement car hire.
- Alternative transport costs.
- Hotel accommodation.

You can use the Onward Travel benefits from Your Home address or within 1/4 mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

## Replacement car hire

### We will pay for:

1. up to two days hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc for the duration of the repairs to the Vehicle in accordance with Your Onward Travel entitlement, for one incident
2. insurance (including collision damage waiver).

Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:

1. age limits
2. the need to have a current driving licence, and, if held, a driving licence photo card, with You
3. limits on acceptable endorsements
4. the need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the Vehicle to You).

Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible, be recovered under Recovery with Your broken-down Vehicle. If We decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.



## **Alternative transport**

We will reimburse You for standard class rail or other transport of Our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for a group whichever is less.

## **Hotel accommodation**

We will arrange and reimburse You for one night's bed and breakfast for up to 8 people in a hotel of Our choice. We will pay up to £150 a person or £500 for each Party whichever is less. You will have to pay for any extra hotel or transport costs.

## **Special medical assistance**

Onward Travel also provides special medical assistance. If You or one of Your passengers is taken into hospital more than 20 miles from Home We will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above. We will also arrange for an ambulance to take the patient to a local hospital near to their Home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

### **What is not covered.**

1. A second use of the Onward Travel benefits if the original fault has not been properly repaired.
2. Other charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the Vehicle and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier).
3. If You require a second or any other type of Vehicle We will try to arrange this for You. You will have to pay for any additional costs.
4. If You are unfortunate enough to have an incident with the hire Vehicle and You make an insurance claim, You will be responsible for paying any excess.
5. Service within 24 hours of commencement of this Policy.
6. Breakdowns in the UK resulting from road traffic Accidents, vandalism, fire or theft.

## **European Motoring Assistance**

European cover applies to Vehicles registered with the DVLA in Swansea or Northern Ireland only. European cover operates within all countries defined as Europe on Page 1.

## Service in the UK en route to Europe

If You are stranded on a public highway through Breakdown of Your Vehicle on the outward journey from Home to Your point of departure from the UK or on the inward journey from Your point of entry to the UK, to Home, We will provide services as if You were in Europe. In addition We will pay a contribution of up to £750, towards the cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms Your Vehicle cannot be repaired within 24 hours.

## Service whilst in Europe

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the Period of Cover.

In the event of a Breakdown We will pay for the following subject to the limitations for each section as described in the Policy description:

### We will pay for:

1. attendance of local Breakdown or garage services to repair the Vehicle at the Roadside if possible; or
2. tow of the Vehicle from the place of Breakdown or Accident to the nearest local repairer where You may arrange repairs and either:
  - a) a contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the Vehicle to continue the journey on the date of Breakdown; or
  - b) inspection fees, in the event of a Breakdown, to confirm that the Vehicle cannot be repaired by Your return travel date and Your request for assistance will include authorisation for Us to arrange this; and
3. storage charges for the Vehicle while awaiting repair or repatriation
4. the cost of wheel changes but not for replacement tyres.

**We will not pay for:**

1. any labour costs other than those incurred at the Roadside. We will not pay labour costs at any garage to which the Vehicle is taken other than under paragraph 2 above
2. repair costs, including labour, if the Vehicle was in a road traffic Accident, damaged by fire or stolen or is uneconomical
3. the cost of parts used for Roadside or garage repairs
4. the cost of any repairs not directly necessary to enable the Vehicle to continue the journey on the date of the Breakdown
5. the cost of any other supplies, including but not limited to Specialist Equipment. If We cannot repair the Vehicle within 12 hours of being notified of a Breakdown, then We will pay for either:
  - a) additional accommodation expenses We will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for Your Vehicle to be repaired, providing the appropriate RAC control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the United Kingdom.

**We will not pay for:**

1. the costs of meals and any extra costs.  
or  
b) journey continuation or return Home.

If the appropriate RAC control centre can confirm repairs to Your Vehicle will take more than 12 hours, or if Your Vehicle is to be repatriated to the United Kingdom, a contribution to travel expenses to allow You to:

1. continue the planned journey during the period Your Vehicle is not roadworthy  
or
2. return Home by direct route.

Expenses can comprise self-drive car hire up to 14 days per claim, including collision damage waiver (see "Important self-drive hire car information") and replacement Green Card as necessary, or second/standard class rail, or a combination of both. RAC will in its sole discretion decide which course of action to adopt, but RAC will take into consideration Your preference.

You must collect the Vehicle when repaired as once the Vehicle is repaired and You have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if and when Your Vehicle is recovered in a roadworthy condition.

### **We will not pay for:**

1. fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car
2. the cost of any car hire beyond the period agreed with the appropriate RAC control centre
3. any car hire expenses after Your Vehicle is repaired except for the direct journey to return and collect it
4. first class rail fares
5. any costs under this benefit if they are for a service You used at the same time as the above section "Additional accommodation expenses"
6. international drop charges where a Vehicle hired from Europe is dropped within the UK
7. the costs of hiring a motorcycle
8. any hire costs not arranged through RAC or agreed by RAC.

## **Vehicle repatriation**

If RAC can confirm that repairs cannot be completed by Your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical We will pay for Vehicle repatriation to the United Kingdom.

We will pay for the cost of taking the Vehicle by road transporter from Europe to Your Home or chosen UK repairer for repair.

We will also pay the costs of packing and freighting Your baggage if the Vehicle is declared a 'Write-off' by the Vehicle's insurers.

When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

If the Vehicle has been fitted with a roof box or bicycle rack, You must remove and place it inside the Vehicle. The roof box keys need to be left with Your Vehicle keys.

### **We will not pay for:**

1. Claims for any repatriation not authorised by the appropriate RAC control centre
2. the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of Your Vehicle according to Glass's guide
3. the cost of repatriation if Your Vehicle is roadworthy
4. any Claim if Your Vehicle is being repatriated and Customs in any country find its contents are breaking the law
5. any further costs in connection with the Vehicle once declared a write-off by Us.

## Collection of Vehicle from Europe

We will pay up to £600 for the following costs for one person to collect Your Vehicle, repaired abroad after a Breakdown.

1. Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
2. Additional homeward cross channel ferry or rail fare for the repaired Vehicle (calculated by taking the actual fare less the value of any unused homeward portion of Your original cross channel ticket).
3. Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

### We will not pay for:

1. first class rail fares
2. the cost of any meals
3. the costs of more than one person.

Note: The appropriate RAC control centre will make the sole decision whether Your Vehicle should be repaired in Europe for You (or someone nominated by You) to return and collect.

## Authority for repatriation or repair

If Your Vehicle is not able to be driven due to a road traffic Accident, fire, break-in or theft, any damage which You are entitled to have repaired by Your motor insurers must be reported to them immediately. Your insurers must decide whether to declare the Vehicle is a write-off, authorise repair abroad or have the Vehicle repatriated. We cannot repatriate the Vehicle unless Your insurers first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If Your insurers cannot or do not give permission to repatriate then it is Our decision alone whether to declare the Vehicle a write-off, or repatriate or repair locally a Vehicle which cannot be driven as a result of a Breakdown, or as a result of a road traffic Accident, fire or theft, for which You do not have fully comprehensive cover.

## Additional services

We will pay for the costs of providing the following if applicable.

## Vehicle break-in, emergency repairs

We will treat Your Vehicle as if a Breakdown had occurred and You will be entitled to all of the services set out in this document except 'Vehicle repatriation'.

### We will pay:

1. the cost of immediate emergency repairs, up to £175, necessary to make Your Vehicle secure in the event of damage to window, locks or windscreen caused solely by forcible entry, or attempted forcible entry provided You report the matter to the police either before contacting Us or within 24 hours of contacting Us, and You have obtained a written report from the police.

### We will not pay for:

1. the cost of repairs if they are not to make Your Vehicle secure and for the reasons stated
2. any repair costs if You do not obtain a police report and submit it with Your claim.
3. repatriation benefits as described under the section entitled 'Vehicle repatriation'.

## Spare parts dispatch

If as a result of a Breakdown Your Vehicle needs parts but these are unavailable locally

### We will pay for:

1. freight, handling and ancillary charges for dispatch of spare parts not obtainable locally
2. the fare for one person to collect parts from the appropriate railway station or airport.

### We will not pay for:

1. the cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre You will be asked for Your credit card details. Alternatively You will be asked to pay for the part(s) direct to the repairer.

## Accidental damage to or loss of tent

### We will pay:

1. up to £35 per person per day contribution to accommodation expenses if during the Period of Cover You are camping and Your tent is damaged Accidentally making it unusable, or it is stolen. Alternatively, We may at Our option authorise the cost of a replacement tent. If Your tent is stolen You must report the theft to the police within 24 hours and obtain a written report.

### We will not pay for:

1. the cost of meals or any other costs
2. damage caused by weather conditions
3. the cost of a replacement tent not authorised by Us
4. any costs if Your tent was stolen and You do not report the theft to the police within 24 hours and obtain a written report.

## Urgent message relay service

### We will pay for:

1. the cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Vehicle cannot be driven because of Breakdown, Accident or fire or it is stolen.

### We will not pay for:

1. the cost of non urgent messages or messages to persons not described in the previous paragraph
2. the cost of relaying any urgent message not arranged through the appropriate RAC control centre.

## Replacement driver

### We will pay for:

1. the cost of providing a replacement driver to drive Your Vehicle and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to drive and You are the only qualified driver.

### We will not pay for:

1. replacement driver cost if there is another qualified driver in The Party who is fit to drive.

## Customs claims indemnity

### We will pay for continental or Irish Customs Claims for duty if:

1. the Vehicle is beyond economic repair as a result of fire or theft in Europe during the journey and it has to be disposed of abroad under Customs supervision
2. it is stolen in Europe during the journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0870 549 3320 Monday to Friday 9am-5pm.

We will not pay any import duties not relating to the Vehicle.

There is an overall limit of £2500 per Claim applied to the European section of this Policy.

## European Claims procedure and conditions

When providing assistance We make every effort to meet on Your behalf all costs within the Claim limit. However, in some instances You may be asked to pay locally and reclaim costs on Your return to the United Kingdom. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by:  
RAC Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If You have paid any cost which You believe is covered under Your Policy, please telephone Us for a Claim form immediately on Your return Home, quoting Your Policy reference number. When returning Your completed Claim form You should enclose relevant original receipts (not photocopies).

If You have any enquiries relating to repatriations or Claims associated with Our European Service, please contact Us on 0870 549 3320.

Payment of Claims depends on You complying with the following conditions for all of Your Policy.

1. You must keep all relevant original receipts (not photocopies) as they will be needed for any Claim. We may refuse to pay expenses You are Claiming back if You cannot provide original receipts or bills for the items You have paid.
2. You must make any Claim on an RAC Claim form, please bring Your Claim to Our attention as soon as You can (if possible within 28 days) after You return to the United Kingdom. Claims which are not on an RAC Claim form will not be accepted. This does not affect Your statutory rights to take legal action in or exercise any other legal remedy.



3. If We pay out money for You under Your Policy We can take over Your right to get that money back. You must cooperate with Us as much as possible if requested by Us.
4. You must do all You can to prevent Accident, injury, loss or damage, as if You were not covered under Your Policy.
5. You must forward to Us any writ, summons, legal document or other communication about the Claim as soon as You receive them.
6. You must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help We may need at Your expense. This includes medical certificates and details of Your household insurance if necessary.
7. You must not admit liability or offer or promise payment without Our written permission.
8. You must, within 7 days of any request from Us, send to Us copies of any European Accident statements (called a "Constat d'amiable" in France) and/or any police reports should You use the Policy following a road traffic incident.

# General conditions

## Credit card details

We will require Your credit card details if We arrange a service for You which is not covered by Your Policy or if it exceeds the Policy limits set out in the part entitled "Policy Description". If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

## Motorcycles

The Policy covers motorcycles on the same basis as other eligible Vehicles. However, it is not possible for Us to hire a motorcycle if a replacement Vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for You to transport Your motorcycle.

## Caravans and trailers

The Vehicle restrictions in this Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy.

We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired. It is also virtually impossible to hire Vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing Vehicle which cannot be repaired abroad by the return date.

## **Unforeseeable losses or events**

Except in relation to any claim You may have for death or personal injury, if We are in breach of the arrangements under this contract, We will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service under Your Policy.

## **Taxi bookings**

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to Us and We will reimburse You.

## **Service providers**

The garages, Breakdown/Recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on Your behalf and/or paid for under the Policy by RAC on Your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorising repairs and making sure any repairs to Your Vehicle are carried out to Your satisfaction.

## **Vehicle condition**

Your Vehicle must be roadworthy and in good mechanical condition when You apply for cover and You must keep it in that condition.

## **Fraud**

If any Claim is found to be fraudulent in any way Your Policy will be cancelled immediately and all claims forfeited.

# Service in Europe

## Motor insurance

RAC European cover is not motor Vehicle insurance. We strongly recommend You tell Your motor insurers before taking Your Vehicle abroad. If You do not, Your insurance Policy will only cover You for damage You might cause to other people or their property (third party cover). This means that You will not be covered for any loss or damage to Your Vehicle. Your insurers will also need to know if You are towing a caravan or trailer.

## Availability of service in eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. You should also be aware that unleaded fuel may not be widely available.

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which RAC cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office – [www.fco.gov.uk](http://www.fco.gov.uk) or by telephoning The FCO Travel Advice Unit on 0870 606 0290.

## Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, Your Vehicle, if there is one available. If You were travelling in an MPV or similar Vehicle We may arrange two hire cars.

We will only arrange this if there are two qualified drivers in Your Party. Otherwise, We will arrange alternative means of transport.

Self-drive car hire arranged under Your Policy will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements, etc. The driver must also have held a full UK driving licence or equivalent for a minimum of 1 year (2 years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top-up of the fuel tank when returning the Vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire Vehicle must be the same. Switch cards and debit cards are not acceptable. If You leave a hire car at a different location to the one arranged by the RAC control centre You must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period You could be liable for the equivalent of the first £150-£550 (approximately) and have Your credit card charged.

In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete Your journey. A car hired abroad must not be brought into the United Kingdom.

A second car hire will be arranged for the United Kingdom part of Your journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or Vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class Vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired Vehicle and cannot guarantee to provide it in time to connect with Your pre-booked ferry, etc. You may have to collect a hired Vehicle from the nearest available place of supply.

## **Special requirements for Vehicles with over 9 seats**

The supply of minibuses as a replacement Vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact Your local Department of Transport Area Office for details.

## **Repayment of credit**

You must pay back to Us on demand:

1. any costs We have paid for which You are not covered under Your Policy
2. the cost of any spare parts supplied.

## **Spares dispatch**

After You have asked the appropriate RAC control centre to dispatch parts You are responsible for paying for them in full, even if You later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

# General exclusions

In addition to any limits and exclusions noted elsewhere in Your Policy, Your Policy does not cover:

1. costs for anything which was not caused by the incident You are claiming for
2. Vehicles which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which Breakdown as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, Vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but Vehicles participating in any off-road rally will not be covered
3. the cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description". Please note these costs in Europe are likely to be higher than in the UK
4. loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc)
5. any incident affecting a Vehicle hired under the terms of Your Policy
6. routine servicing of Your Vehicle, replacing tyres, missing or broken keys, or replacing windows. We may be able to arrange for the provision of these Services but You must pay any costs incurred. Note: Keys which are locked inside a Vehicle are covered and We can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at Your risk
7. any claim caused directly or indirectly by:
  - a) Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
  - b) war, invasion, civil unrest, revolution, terrorism or any similar event
8. any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer
9. any Claim as a result of Vehicle Breakdown due to:
  - a) running out of oil or water
  - b) frost damage
  - c) rust or corrosion
  - d) tyres which are not roadworthy
  - e) using the incorrect fuel
10. any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
11. any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
12. any Claim which You have made successfully under any other Policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to Policy limits and exclusions

13. the cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake
14. any period outside Your Period of Cover
15. any Vehicle other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Vehicle and provided that the Vehicle conforms to the following specification:
  - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
  - b) maximum overall dimensions of: length 5.5 metres; height 3 metres; width 2.25 metres (all including any load carried).

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered by this Policy. If the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.

16. any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the DVLA in Swansea or Northern Ireland
17. any Vehicle which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within Your Period of Cover. You must also make sure it is serviced as the manufacturer recommends
18. any Vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification
19. Your Vehicle if it is unattended
20. any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle.

### **These are Your responsibility**

21. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
22. Any costs which are not directly covered by the terms and conditions of this Policy



## Battery related faults

For battery related faults Your Policy entitlements are as follows:

- RAC's initial attendance for a battery related fault is included in Your Policy's entitlement.
- The fitting of any parts or batteries purchased by You prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- RAC will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test You will be advised to replace it.
- If a condemned (non serviceable) battery is not replaced, a charge of no less than £59 will apply for further assistance to a battery related fault. The charge will be payable by credit or debit card before assistance can be arranged.

If We do not receive the payment within 14 days of the invoice date Your Policy will be cancelled without refund.

## Your right to cancel

1. You are entitled to cancel Your Policy In full, up to 14 days following the commencement (or renewal) date, or the date You receive Your policy documentation, whichever happens later.
2. If You have not made a Claim within the first 14 days We will refund the cost of Your Policy.
3. If You use the service within the first 14 days and decide to cancel, You will not be eligible for any refund.
4. If You do not pay for Your premium promptly, We will cancel Your Policy.
5. Your Policy will automatically terminate in the event that Your related motor insurance Policy terminates.
6. To cancel Your Policy please contact Your broker.
7. Policies cancelled after the 14 day cooling off period will not be eligible for a refund.

## Caring for our customers

We are committed to providing You with the highest standard of service and customer care. We realise, however, there may be occasions when You feel You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the service We have provided to You, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within 5 working days, along with a leaflet outlining Our complaints procedures and any rights You may have to refer the matter to the Financial Ombudsman Service.

Please quote Your full name, membership or Policy number and where applicable Your Vehicle registration in any communication.

Should you have cause for complaint about any aspect of the policy sale and administration, please contact:

[Customer Services Manager iGO4 Limited, iGO4 House, Staniland Way, Peterborough PE4 6JT](#)  
Alternatively you can e mail us at [customerservice@igo4.com](mailto:customerservice@igo4.com)

If You have used Our Breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it). This does not affect Your statutory rights to take legal action or exercise any other legal remedy. Please write to Us at:

[Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.](#)

If You are dissatisfied with any other aspect of RAC's services, please contact Us at:

[Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4ZZ.](#)

If You are dissatisfied with the service You have received under Your European Cover, please write to Us at:

[Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.](#)

Freephone from the UK on 0800 107 5861 or from Europe on 00 44 161 332 1040  
or Fax 01922 746 528. Alternatively, email [customeroperations@rac.co.uk](mailto:customeroperations@rac.co.uk)

## **Caring for our customers continued**

We are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation in the unlikely event that RAC Insurance Limited and RAC Motoring Services (for insurance mediation purposes only) are unable to meet their obligations to You as a policyholder, depending on the type of insurance and circumstances of any Claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the Claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

Provided by RAC Motoring Services (Registered in England No: 1424399, Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW) and/or RAC Insurance Limited (Registered in England No: 2355834, Registered Office: as above). RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are authorised and regulated by the Financial Conduct Authority.

# Your Data

## Data protection statement

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data you and/or Hastings Direct Smartmiles supplies to the RAC is RAC Motoring Services (RACMS). This enables Hastings Direct Smartmiles to provide you with a quotation, for you and the RAC to enter into a contract for RAC Breakdown Cover, in making a request for service or benefit, and for administering the RAC Breakdown Cover.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. You can contact the Data Protection Officer for RACMS by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains your personal data from Hastings Direct Smartmiles for the purposes set out below. RACMS also obtains your personal data when you contact the RAC directly in relation to your RAC Breakdown Cover. Please be aware that the RAC may record telephone calls for staff training and evidential purposes.

The categories of your personal data that the RAC obtain about you are:

- name;
  - policy number;
  - vehicle registration number;
  - vehicle manufacturer;
  - vehicle model;
  - DVLA date of vehicle first registration;
  - contact details;
  - vehicle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that you provide the RAC from time to time.

RACMS processes your personal data for the following purposes and its other legitimate interests in order to:

- provide you with a quote for cover;
- provide you with a contract for cover;
- fulfil your contract for cover;
- administer your RAC Breakdown Cover; and
- contact you to provide you with the services that form part of your RAC Breakdown Cover

In most cases, processing the above information is necessary for the performance of a contract to which you are party or in order to produce a quotation at your request prior to entering into a contract. The RAC may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of the RAC's legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.

RACMS may use your personal data to make automated decisions to calculate, evaluate or predict the performance of your RAC Breakdown Cover. If you have any concerns regarding the outcome of these checks, please let RACMS know.

Please note that, if you do not provide your personal data, the RAC will be unable to provide you with the RAC Breakdown Cover you are requesting, as well as services related to administering your RAC Breakdown Cover.

RACMS will share the personal data you provide with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may disclose your personal data to the RAC's service providers and agents for these purposes.

RACGC retains your personal data for so long as is necessary for the RAC to process your personal data for the purposes and legitimate interests set out above.

RACGC may transfer your personal data outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between you and the RAC, or that RACGC enter into at your request, in your interest. In the event that RACGC transfers your personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of your personal data.

When you give the RAC personal information about another person, you confirm that they have authorised you to act for them, that you have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. RACGC may monitor and record any communications with you including telephone conversations and emails for quality assurance and compliance reasons.

You have a number of rights in relation to your personal information that you can choose to exercise at any time. This includes your right to:  
access information the RAC process about you to obtain a copy of the data as well as receive supplementary information;

object to the RAC using particular information or using it in a particular way. You can let the RAC know that you object to it and the RAC will consider whether your request can be granted;

- rectify inaccurate information, and in most cases you can do this simply by getting in touch with Hastings Direct Smartmiles;
- erase your data if the RAC no longer have a legitimate basis for processing it;
- port data to another data controller or to you in a structured, commonly used and machine readable format.

The RAC have provided a basic overview of those rights above, but if you would like to find out more or exercise any of these rights you can contact the RAC Data Protection Officer on the contact details shown at the top of this privacy notice.

In addition to the rights set out above you have the right to raise a privacy complaint with the Information Commissioner's Officer (ICO). The ICO will usually require you to have approached RACMS first to try to resolve the matter.

<sup>†</sup> If you would like a list of all RAC group companies, please write to or email the Data Protection Officer.

## How to make a complaint

We want to provide you with a high level of customer service, if you're not happy about something please tell us.

Email: [contact@hastingsdirectsmartmiles.com](mailto:contact@hastingsdirectsmartmiles.com)

Call: **01733 308380**

Address: **Customer relations team, Hastings Direct Smartmiles, iGO4 House, Staniland Way, Peterborough PE4 6JT**

If you need to make a complaint, we'll make every effort to resolve it as quickly as possible. If your complaint requires further investigation, we'll send you a written acknowledgement, typically within five working days.

We'll provide you with a final response, usually within four weeks, or explain our position and provide timescales for responding. If dealing with your complaint fully takes longer than four weeks we'll keep you fully informed of the position until we're able to provide you with a final response.

### Financial Ombudsman Service

If we can't give you a final response within eight weeks of the initial date of your complaint, or if you're not satisfied with our response, you can refer the dispute to the Financial Ombudsman within six months of receiving our final response letter.

Their contact details are: **Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR**

Call: **0800 023 4567 or 0300 123 9123** (from mobiles or non BT lines)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Opening hours: Monday – Friday 8am – 8pm, Saturday 9am – 1pm

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or contact them via the EU Online Dispute Resolution Platform at <http://ec.europa.eu/consumers/odr>

Full details of our complaints procedure are available on request.

This insurance is not available in the Isle of Man or the Channel Islands. Hastings Insurance Services Ltd, trading as Hastings Direct, is authorised and regulated by the Financial Conduct Authority (register number 311492.) Registered in England and Wales, 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

## Important numbers

To report an incident or make a claim call us on: **0800 048 2954**

Or from outside the UK call: **00 44 1424 735 577**

(24 hours a day, 365 days a year)

If you need to send us more information about your claim  
(such as photos of the damage) you can email or write to us:

**Email: [motorclaims@hastingsdirect.com](mailto:motorclaims@hastingsdirect.com)**

Address: Claims department, Hastings Direct, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW

## Got questions?

You can find answers to frequently asked questions on our website:

**[www.hastingsdirectsmartmiles.com/faqs](http://www.hastingsdirectsmartmiles.com/faqs)**

You can check or change your details and renew your policy online through your  
customer portal: **[www.hastingsdirectsmartmiles.com/managemypolicy](http://www.hastingsdirectsmartmiles.com/managemypolicy)**

Customer service department: **01733 308380**

Email: **[contact@hastingsdirectsmartmiles.com](mailto:contact@hastingsdirectsmartmiles.com)**

**[www.hastingsdirectsmartmiles.com](http://www.hastingsdirectsmartmiles.com)**

Phone numbers beginning 03 are charged at local call rates and included in inclusive minute plans from landlines and mobiles. Calls made to 0800 numbers are free from mobile and UK landlines.

The intermediary arranging Hastings Direct SmartMiles policies is iGO4 Limited. iGO4 Limited is authorised and regulated by the Financial Conduct Authority, register number 536726. Registered in England number: 5095154. Registered address: iGO4 House, Staniland Way, Peterborough, PE4 6JT. Hastings Insurance Services Limited trading as Hastings Direct SmartMiles is authorised and regulated by the Financial Conduct Authority, register number 311492. Registered in England number: 3116518. Registered office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW.