



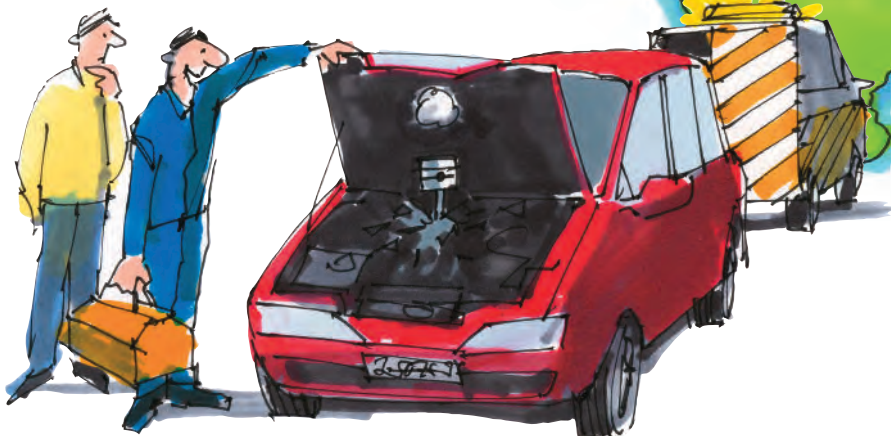
**CLEGG GIFFORD**

STRONG INSURANCE FOR A TURBULENT WORLD

INSURANCE BROKERS

# Channel Islands Road Rescue Protection Policy

January 2017





# Contents

Introduction	1
Definitions	2
The cover	4
Towing	4
Message Relay	4
Keys locked inside your vehicle	4
Spare parts dispatch	4
Motorcycles and mopeds	4
Part A – European Road Rescue	5
If you break down abroad including in the United Kingdom	5
Insured events	
Pre-departure services in the Islands	5
Services whilst travelling abroad	5
Important notes	7
Part B – The Islands	8
If you break down in the Islands	8
Insured events	
Islands roadside assistance and recovery	8
Doorstep	9
Conditions	10
Exclusions	12
Important notice	14
Important facts and changes	14
Data protection and uses	14
Complaints	15
Financial Services Compensation Scheme	15



## Introduction

Thank you for choosing Clegg Gifford Road Rescue protection.

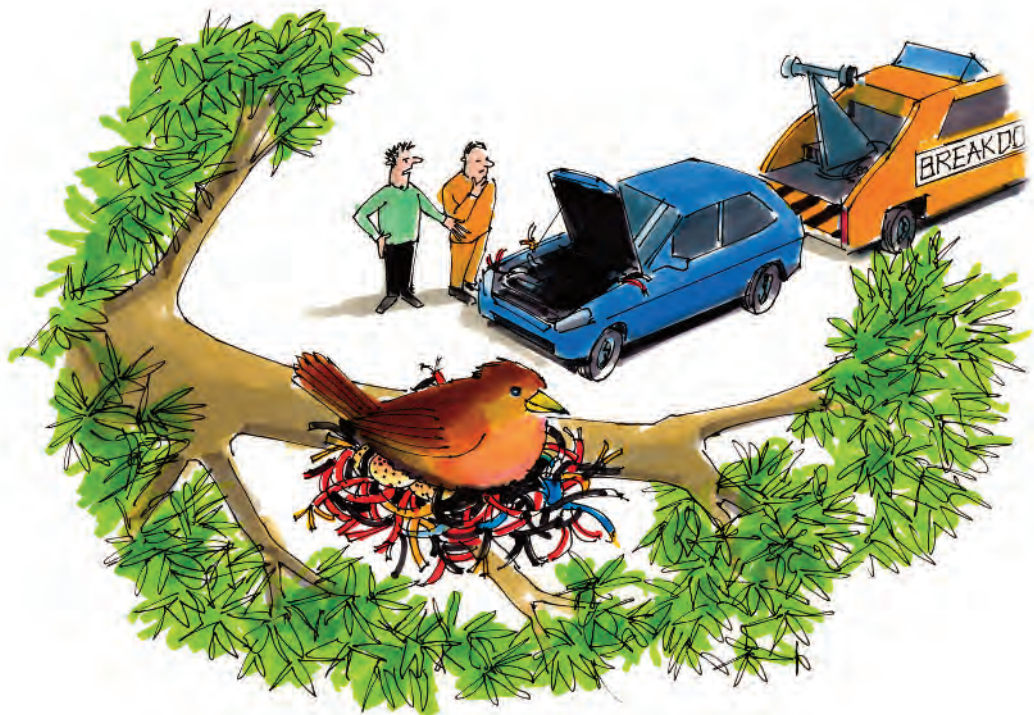
This policy is a legal contract which is based on the information you supplied when you applied for this insurance. It is essential that all the information given to us is accurate and that you have not withheld any material facts. It is also important that you tell us immediately if there are any material changes in your circumstances or to the information already given. If you are not sure whether something is important, please tell us anyway as failure to do so may invalidate your insurance.

The policy, together with your schedule, sets out the insurance protection being provided in return for your premium. It also tells you how to make a claim and how to contact us.

Please read all the documents carefully and keep them in a safe place. You will see that certain words and phrases which have specific meanings have been defined and are in bold type throughout your policy. If you find any errors in any of the documents, please tell us immediately so that we can make the necessary changes. We recommend that you keep a copy or record of all information you give to us.

A handwritten signature in blue ink that reads "Roy Clegg".

Roy Clegg  
Chairman





## Definitions

The words and phrases shown in **bold** have the same meaning wherever they appear.

<b>ALPS</b>	Auto Legal Protection Services Limited, PO Box 115, Congleton, Cheshire CW12 3FL. Authorised and regulated by the Financial Conduct Authority, Register No 300906.
<b>AXA Assistance</b>	AXA Assistance (UK) Ltd, The Quadrangle, 106 - 118 Station Road, Redhill, Surrey RH1 1PR. AXA Assistance is authorised and regulated by the Financial Conduct Authority. Register No 439069.
<b>Breakdown/ break(s) down</b>	Mechanical and electrical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery or accidental damage to tyres occurring during the <b>period of insurance</b> .
<b>Clegg Gifford</b>	Clegg Gifford & Co Limited, 128/129 Minories, London EC3N 1PB which has effected and signed this <b>policy</b> on behalf of <b>the insurers</b> in accordance, where applicable, with the authorisation granted under contracts issued to us. Clegg Gifford & Co Limited is authorised and regulated by the Financial Conduct Authority. Register No 311900. Licensed by the Guernsey Financial Services Commission. Regulated by the Jersey Financial Services Commission.
<b>Family</b>	<b>Your spouse</b> , partner, children, parents and other relatives living permanently with <b>you</b> .
<b>Green Card</b>	The document required by certain non European Union (EU) countries to provide proof that <b>you</b> have the minimum insurance cover required by law to drive in that country.
<b>Home</b>	The address(es) on the <b>Islands</b> at which <b>you</b> live.
<b>Islands/Island</b>	The Channel Islands and the Isle of Man.
<b>Motor insurer(s)</b>	The insurer(s) of the <b>vehicles</b> listed in the <b>schedule</b> .
<b>Period of insurance</b>	The period stated in the <b>schedule</b> for which <b>you</b> have paid and a premium has been accepted.
<b>Policy</b>	This document and <b>schedule</b> read together.
<b>Repatriation/</b>	The moving of a <b>vehicle</b> which is not roadworthy by road transporter from abroad to <b>repatriate your Islands home</b> or designated garage.
<b>Schedule</b>	The document which gives details of the persons and <b>vehicles</b> insured, the <b>period of insurance</b> and the cover provided by this <b>policy</b> .
<b>Service providers</b>	The garages, breakdown/recovery contractors, repairers, car hire companies and other third party service providers whose services are arranged and/or paid for by <b>AXA Assistance</b> on <b>your</b> behalf.
<b>Spouse</b>	<b>Your</b> husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone <b>you</b> are living with as if <b>you</b> are married to them.
<b>Territorial limits</b>	The <b>United Kingdom</b> , the <b>Islands</b> , Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Italy including San Marino and the Vatican City, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

**The insurer/Inter Partner Assistance**

Inter Partner Assistance SA (IPA) who are fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

**The party/your party**

You and the passengers in the **vehicle**.

**Total loss**

Where the **motor insurer** has agreed to or has settled **your** claim on a total loss basis in accordance with the terms and conditions of the applicable policy.

**United Kingdom**

Great Britain and Northern Ireland.

**Vehicle**

Any vehicle which weighs no more than 3,500kg and which is no more than 5.1 metres long, 1.95 metres high and 2.1 metres wide.

**We/us/our**

AXA Assistance and/or Inter Partner Assistance.

**You/your/insured/  
policyholder**

- a) The persons named in the **schedule**
- b) Any other person who may be authorised to use or drive the **vehicle**.





## The cover

### **Demands and needs**

This policy covers **breakdown** assistance for the specific **vehicle** shown on **your schedule**.

**We** will, following **breakdown** and subject to a maximum of 6 call outs per **vehicle** in any one **period of insurance**, pay up to the limits specified under each Insured Event shown as operative in the **schedule**.

If **you** need **our** help for more than 6 call outs or if the **vehicle** has the same fault more than twice, **you** will have to pay for the services **we** provide. **We** will ask **you** to provide **your** credit or debit card details to **us** as, without them, **we** will not be able to provide the required services.

Please refer to Conditions and Exclusions of the **policy** on pages 10 to 13 for full policy terms, conditions and limitations.

**We** will also provide cover for

### 1 Towing

the recovery of any trailer, caravan, horsebox or container which requires towing to the same destination as the **vehicle** provided that

- i) a serviceable spare wheel is being carried
- ii) the towing weight and length limits have not been exceeded
- iii) **you** obey all applicable laws in the **territorial limits**

however, if the repair of **your vehicle** cannot be completed by the end of **your** trip abroad, **we** will arrange for a towing vehicle to **repatriate** it

### 2 Message relay

the relay of up to two telephone messages to family members, friends and/or business associates to advise of unforeseen travel delays following **your** reporting a **breakdown**

### 3 Keys locked in the vehicle

a **service provider** to attempt retrieval of **your** keys inadvertently locked in **your vehicle** **but not**

*the cost of repairing any resultant damage*

### 4 Spare parts dispatch

up to £500 for

- i) freight, handling and ancillary charges
- ii) the fare for one person to collect the parts from an appropriate railway station or airport where mechanical or electrical parts are unavailable locally without which the **vehicle** cannot be returned to a roadworthy condition

**but not**

*the cost of the parts themselves which must be paid for by you*

### 5 Motorcycles and mopeds

the hire of a car or alternative transport, of our choice, if **your** motorcycle **breaks down** and cannot be fixed within a day

**but we will not**

*arrange or pay for the hire of a motorcycle or of a vehicle or trailer which would enable you to tow your motorcycle.*



## Part A – European Road Rescue

### If you break down abroad including in the United Kingdom

If you **break down** or if the only qualified driver is medically unfit to drive, please follow these simple steps

- Read the Important Notes below to ensure that **we** and the **service provider** can deal with **your breakdown** as quickly and efficiently as possible.
- **You must** use the roadside emergency telephones if you **break down** on a continental motorway or service area.
- In all other instances or as soon as you are able, you must telephone

#### The Clegg Gifford Road Rescue Helpline on +44 (0)1737 815 405

- 1 Advise the operator that you are a Clegg Gifford policyholder.
  - 2 Quote your **vehicle** registration number and provide a description, if required.
  - 3 Give the **vehicle's** location and the nature of the fault.
- **You must** call the helpline before making any arrangements as any costs incurred without our prior authorisation will not be reimbursed. **We** will advise you how to proceed and what form of assistance would be the most appropriate. In some instances, **we** will also, at our sole discretion, decide which course of action to adopt *but we* will take your preferences into account.
  - If **we** arrange a hire car, the provision of spare parts or any other services which are not covered or which exceed the limits set out in the Insured Event, you will be asked to provide your credit or debit card details to us. Without these details, **we** will not be able to provide certain aspects of the services you may require.

### Insured Event

**We** will pay up to £2,500 for any one **breakdown** subject to the limits for the benefits and services outlined below.

#### A Pre departure services in the Islands

If, your **vehicle breaks down** en route to your point of departure from or return to the **Island** on which you are a full or part time resident, **we** will provide cover for any Insured Event under Part B – The Islands shown as operative in your **schedule**.

In addition, if **we** confirm that your **vehicle** cannot be repaired within 24 hours, **we** will pay a contribution of up to £500 towards the cost of a self-drive hire car including collision damage waiver and, if one is required, towards the cost of a replacement **green card** so that you can complete the planned journey.

#### B Services whilst travelling

**We** will, in any country in which your **motor insurer's** policy is operative, pay for

- 1 attendance of a **service provider** to try to repair the **vehicle** at the roadside for up to one hour or tow it from the place of **breakdown** to the nearest local repairer
- 2 either
  - i) a contribution of an equivalent value of £100 towards labour charges if the garage can repair the **vehicle** on the same day or
  - ii) inspection fees to confirm that the **vehicle** cannot be repaired by your return travel date
- 3 reasonable storage charges for the **vehicle** whilst awaiting repair or **repatriation**
- 4 the cost of wheel changes *but not* replacement tyres



**excluding**

- a) *any labour costs* other than those incurred at the roadside or at a garage as allowed for under 2i) above
- b) *any labour and repair costs if the vehicle was in a road traffic accident, damaged by fire, stolen or is a total loss*
- c) *the cost of any repairs not directly necessary to enable the vehicle to continue the journey on the same day.*

**In addition and provided that**

- i) **we** confirm that the **vehicle** cannot be repaired within 12 hours of the **breakdown** being notified
  - ii) **we** confirm that **repatriation** and/or collection is necessary
  - iii) the **vehicle** has been stolen and not recovered within 24 hours of **your** reporting the matter to the police
- we** will pay

**1 Additional accommodation expenses, journey continuation or return home**

£1,000 per **breakdown** for any

- 1 necessary additional room only accommodation expenses **you** incur whilst **you** wait for **your vehicle** to be repaired, recovered or **repatriated**

or

- 2 travel expenses **you** incur to enable **you** and **your party** to either continue the planned journey or to return **home** by a direct route including, but not restricted to, self-drive car hire including collision damage waiver and, if required, replacement **green card**, second or standard class rail travel or a combination of both.

**2 Repatriation or vehicle collection**

- 1 the cost of **repatriation** or
- 2 up to £750 for one person to collect **your vehicle** if it was left abroad or in the **United Kingdom** to be repaired, made up of
  - i) standard or second class rail fares and other public transport fares necessary to reach the place of collection
  - ii) any additional homeward cross channel ferry or rail fares incurred to enable **you** or the person nominated by **you** to bring the **vehicle** back to the **Islands** *provided that* the cost of any additional fares is calculated by deducting the value of the unused homeward portion of **your** original ticket from the cost of the new ticket
  - iii) up to £30 per night for single room only hotel accommodation to enable the journey to be completed

**excluding**

- a) *any other costs and expenses incurred*
- b) *self-drive hire car costs incurred*
  - *beyond any period agreed by us*
  - *if the car is left at a different location from that agreed*
  - *for the car to be collected*
  - *for insurance cover*
- c) *the cost of repatriation of your vehicle if that cost exceeds its total loss value*
- d) *any costs incurred after we or the motor insurer have declared the vehicle a total loss*
- e) *any claim where Customs in any country find that the contents of your vehicle, trailer, caravan, horsebox or container being towed are illegal.*

**3 Replacement driver**

the cost of providing a replacement driver to take the **vehicle** and **your party** to **your** destination or return the **vehicle** and **your party** to the place you were originally travelling from, if, in the course of a journey, the driver cannot drive because of an injury or illness provided that

- i) the driver is declared medically unfit to drive by a registered doctor
- ii) there is no one else able or qualified to drive the **vehicle**
- iii) if you cannot provide **us** with a medical certificate, **you** repay the costs incurred
- iv) **you** may only claim once per journey abroad.





## Important notes

### ***Breakdowns on continental motorways (including service areas)***

When **you** use the roadside emergency telephones, **you** will be connected to the police or an authorised motorway service who will send a breakdown recovery vehicle. However, recovery will only be to the recovery company's own depot. If they cannot repair **your vehicle**, please telephone the Clegg Gifford

Road Rescue Helpline on +44 (0)1737 815 405 as soon as **you** can and, if possible, from the recovery company's depot.

Whilst **you** may have to pay labour and towing charges up to £100 on the spot (an authorised tariff is normally applicable), the costs are covered and **you** should obtain a receipt to claim a refund when **you** return home.

### ***Mobile phones***

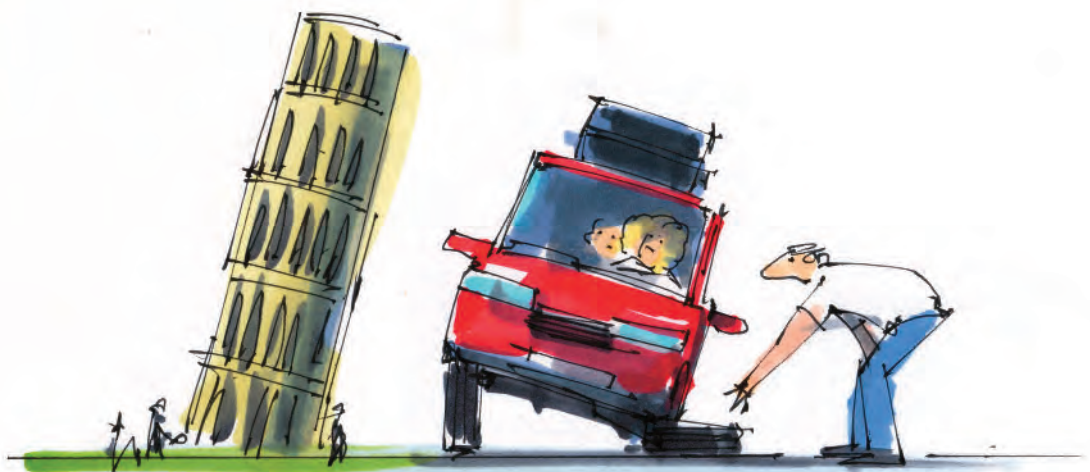
**We** will not reimburse the cost of any telephone calls (including mobile phone calls) **you** have to make. It may not be possible for **our** control centre to call a mobile phone but when it is, **you** may still have to pay the cost of any international call. **You** should also be aware that some service providers charge for calls to freephone numbers.

The regulations on the use of mobile and car phones varies from country to country. Please check with **your** mobile phone service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

### ***Repatriation***

Repatriation usually takes 10-14 working days for delivery to an address on the **Islands** from most west European countries but, at busy times and from east European countries, it may take longer.

Any fitted roof box, bicycle, luggage or ski rack must be removed and placed inside the **vehicle** and any keys left with **your vehicle** keys.





## Part B – The Islands

### If you break down in the Islands

Please telephone

**The Clegg Gifford Road Rescue Helpline on 0800 023 2224**

(See page 5 for how to deal with a breakdown abroad or in the United Kingdom)

- 1 Advise the operator that **you** are a **Clegg Gifford policyholder**.
- 2 Quote **your vehicle** registration number and provide a description, if required.
- 3 Give the **vehicle's** location and the nature of the fault.

We will advise **you** how to proceed and what form of assistance would be the most appropriate.

It is essential that **you** call the helpline before making any arrangements as any costs incurred without prior authorisation will not be reimbursed.

If **we** arrange a hire car, the provision of spare parts or services which are not covered or which exceed the limits set out in the Insured Events, the operator will ask **you** to provide **your** credit or debit card details. Without these details, **we** will not be able to provide certain aspects of the services **you** may require.

**Important:** If there is damage to **your vehicle** which is covered by **your motor insurer's** policy, **you** must report it to them as well.

### Insured Events

**Your schedule** will show which Insured Events are operative.

#### 1 Islands roadside assistance and recovery

We will send a **service provider** to try to repair **your vehicle** for up to one hour if, following a **breakdown** in the Islands, **you** are stranded on a public highway or other road or area to which the public has the right of access

**but not if**

the **breakdown** occurs within a ¼ mile of **your home** or the address at which **you** normally keep the **vehicle**.

If the **vehicle**

- a) cannot be repaired at the roadside or the contractor considers that repairs are unwise or cannot be completed within an hour, the **vehicle** and **your party** will be taken to a destination of **your** choice within a radius of 10 miles of the **breakdown** or, if **you** have no preferred destination, to a nearby garage. However, if **you** wish the **vehicle** to be taken to any destination outside the 10 mile radius, **you** will have to pay the additional towing costs incurred
- b) has to be left at the garage to which it has been towed, **we** will reimburse the cost of taxi fares for up to 20 miles from the garage *provided that* **you** submit the original receipt when **you** make the claim.

We will also provide the benefits stated below

*provided that*

- i) the benefits are arranged at the time of the **breakdown**
- ii) **you** pay for any extra or additional transport or hotel costs incurred.



### A **Vehicle Recovery**

We will arrange and pay for the **vehicle** and **your party** to be taken either to **your home** or to a different single address if

- a) **your vehicle** cannot be repaired locally in a day or
- b) **you** cannot complete **your trip** because **you** are ill and no other member of **the party** can drive the **vehicle**

*provided that if*

- i) more than one **vehicle** is required due to the number of people in **your party**, any passengers under the age of 16 are accompanied by an adult
- ii) **you** are ill, **you** provide us with a doctor's medical certificate confirming **your** inability to drive.

### B **Onward Transportation**

Once we have decided that **your vehicle** cannot be repaired locally, **you** are entitled to reimbursement of up to £150 a person and a maximum of £1,000 whichever is less, for either

**Alternative transport** – standard class rail or other transport of **our choice** for **your party** to reach the end of their journey

or

**Hotel accommodation** – one night's bed and breakfast for **your party** in a hotel of **our choice**

### C **Special medical assistance**

We will arrange and pay for one night's bed and breakfast for **your party** in a hotel of their choice up to a limit of £250 per room for one night if **you** or one of **your party** is taken into hospital more than 20 miles from **home**.

## 2 **Doorstep**

Benefits under Insured Event 1 above are extended to include

- i) **breakdown** within a ¼ mile of **your home** or the address on the **Islands** at which **you** normally keep the **vehicle**
- ii) standard class rail or other transport of **our choice** for up to £150 a person and a maximum of £500 whichever is less for **your party** to reach the end of their journey if we decide that **your vehicle** cannot be repaired locally.





# Conditions

The following conditions apply to this **policy** as a whole except where specifically varied.

## 1 Your responsibilities

**You** must

- i) as soon as **you** can, report any claim to **us** and also to the **motor insurer** where there is insured damage to the **vehicle**
- ii) not authorise repairs, **repatriation** or make any other arrangements for services without **our** prior authorisation
- iii) not behave in a threatening or abusive way to **us** or any **service provider** as, if **you** do, all benefits and services under this **policy** will be refused
- iv) if requested, return the completed claim form and original receipts to **us**, if possible, within 28 days of the **breakdown** or incident
- v) send **us** all relevant original receipts (not photocopies) to substantiate **your** claim as **we** may refuse to pay **your claim** if **you** are unable to produce these.

## 2 Cooling off period

If **you** find that the cover provided under this **policy** does not meet **your** needs, please contact us within 14 days of receiving this document and **we** will cancel this **policy**. **You** will receive a full refund of **your** premium as long as **you** have not made any **claims**.

## 3 Cancellation

If you cancel the policy outside the 14-day period, as long as you have not made any claims, you will receive a refund of your premium for the amount of time left to run on the policy.

**We** may cancel this policy by giving **you** at least 14 days written notice at **your** last-known address if:

- **You** fail to pay the premiums after we have sent you a reminder to do so. If **we** have been unable to collect a premium payment, **we** will contact you in writing requesting payment to be made by a specific date. If **we** do not receive payment by this date **we** will cancel your **policy** by immediate effect and notify **you** in writing that such cancellation has taken place.
- **You** refuse to allow **us** reasonable access to **your** property (**vehicle** and so on) to provide the services **you** have asked for under this **policy** or if **you** fail to co-operate with **our** representatives;
- **You** otherwise stop keeping to the terms and conditions of this **policy** in any significant way; or
- The cost of providing this **policy** becomes prohibitive

**We** may cancel this **policy** without giving **you** notice if, by law or other similar reasons, **we** are prevented from providing it. If **we** cancel the **policy** under this section, **we** will refund the premium paid for the remaining period of insurance, unless **you** have made any claims.

**We** may cancel this **policy** without giving **you** notice and without refunding **your** premium if **you**:

- Make or try to make a fraudulent claim under **your** policy;
- Are abusive or threatening towards our staff; or
- Repeatedly or seriously break the terms of this **policy**.

If **you** make a valid claim before the **policy** is cancelled, **we** will pay it before **we** cancel the **policy**.



## 4 Service providers

**You** are responsible for the cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.

## 5 Repayment of costs

If required by **us**, **you** must repay

- i) any costs **we** have paid which are not covered
- ii) the cost of any spare parts supplied.

## 6 Unforeseeable events

**We** cannot guarantee the provision of any benefits and services in circumstances beyond **our** reasonable control or the reasonable control of any **service provider** which prevents **us** or them from providing that benefit or service.

## 7 Claims, statements and information

**We** have the right to refuse to pay a claim, void this **policy** and retain any premium paid if any

- i) claim or statement made by **you** or anyone acting on **your** behalf is in any way fraudulent, deliberately false, intentionally inflated or exaggerated
- ii) information given to **us** is inaccurate, forged or falsified
- iii) material facts have been withheld.

## 8 Your duty of care

**You** must take all reasonable steps to

- i) maintain the **vehicle** in an efficient and roadworthy condition and allow **us** access to examine it at any reasonable time
- ii) protect the **vehicle**.

## 9 Changes in risk

**You** must notify **us** in writing as soon as possible of

- i) any change of **vehicle** and/or
  - ii) **your** inability to comply with any of the terms and conditions of this **policy**.
- Failure to do so may invalidate this **policy** or may result in cover not operating fully.

**We** reserve the right to cancel this **policy** should **we** become aware of any fact or non-compliance which may affect the cover provided.

## 10 Other insurances

If, at the time a claim is made under this **policy**, another insurance exists that would cover the same loss, damage or liability, **we** will only pay **our** share of the **claim** *except* where stated otherwise in this **policy**.

## 11 Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the **insured** in this **policy** has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amending legislation to enforce any terms and conditions of this **policy**. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 12 Applicable law

**You** and **we** are free to choose the law applicable to this contract but, in the absence of any written agreement to the contrary, any dispute concerning the interpretation of this contract will be governed by and construed in accordance with the laws of England and Wales.



## Exclusions

The following exclusions apply to this **policy** as a whole except where specifically varied.

### **This policy does not cover**

#### 1 War risks and terrorism

Any claim resulting from war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind.

#### 2 Radioactive contamination

Any claim directly or indirectly caused by, contributed to by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly.

#### 3 Other exclusions

- 1 The **vehicle** being driven or used by any person who **we** are satisfied was, at the time, under the influence of any substance that would be considered to constitute an offence under the relevant law.
- 2 Any **vehicle** being driven and/or used other than
  - i) by the persons and in the way specified in the **motor insurer's** schedule and certificate of motor insurance
  - ii) in full accordance with the terms, conditions and exclusions of the **motor insurer's** policy except as specifically varied in this **policy**
  - iii) in the **territorial limits** and/or any other country in which the **motor insurer's** policy is operative at the time of the **breakdown**.
- 3 Any **breakdown**
  - i) occurring during the first 24 hours of the first **period of insurance** other than Part A – European Road Rescue where cover applies from inception
  - ii) except as specifically allowed for under Part A – European Road Rescue, whilst the **vehicle** is being driven and/or used in the **Islands** unless Part B – The Islands is shown as operative in the **schedule**
  - iii) used as a way to avoid paying repair or maintenance costs
  - iv) caused by or resulting from
    - a) the **vehicle** running out of oil or water unless caused by a mechanical fault
    - b) frost damage
    - c) rust or corrosion
    - d) tyres which are not roadworthy
    - e) **your** failure to have the **vehicle** serviced in line with manufacturer's guidelines
    - f) the towing or transport of any **vehicle**, trailer, caravan, horsebox or container which requires towing which is, in **our** reasonable opinion, loaded beyond its legal limit
  - v) resulting from participation in a motor sport event taking place
    - a) off the road and/or not subject to the normal rules of the road including off road rallies
    - b) on a permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park and the Nurburgring Nordschliefe) or rally circuit  
however vehicles participating in treasure hunts, touring assemblies or navigational road rallies which take place on the road and comply with the normal rules of the road are covered
  - vi) where **your vehicle** is an emergency **vehicle**, heavy goods vehicle or if your vehicle is used for road-racing, rallying, pace-making, speed testing or any other competitive event
  - vii) resulting from contaminated fuel or the wrong fuel being used however **we** will arrange for **your vehicle** to be taken to a local garage for assistance but **you** will have to pay for any work which has to be carried out.



- 4 *Missing or broken keys* however if appropriate, **we** will arrange for roadside assistance and local recovery but **you** will have to pay any costs incurred including for any damage to the **vehicle**.
- 5 *Any **vehicle***
  - i) *which, according to **our service provider** or which, in **our** reasonable opinion, was broken down or not roadworthy when the **policy** was effected or renewed*
  - ii) *carrying more persons than recommended by the manufacturer or permitted elsewhere in this **policy***
  - iii) *which is unattended or a hire car provided by **us** following a **breakdown** of **your vehicle***
  - iv) *being demonstrated or delivered by motor traders or used under trade plates*
  - v) *in a position where it cannot be worked upon, towed or where its wheels have been removed*  
however **we** can arrange to rectify this but **you** will have to pay any costs incurred.
- 6 *Any trailer, caravan, horsebox or container which requires towing that is heavier than 3,500 kilograms, longer than 8 metres, wider than 2.3 metres or loaded beyond its legal limit.*
- 7 *The cost of*
  - i) *ferry crossings, road toll and congestion charges*
  - ii) *parts, fuel, specialist equipment and other supplies*
  - iii) *any vehicle storage charges levied*
  - iv) *labour at any garage to which the vehicle is taken other than as provided for elsewhere in this **policy***
  - v) *rectifying failed or partially effected repairs*
  - vi) *replacing tyres, windows and keys*
  - vii) *any transportation, accommodation or care of any animal*
  - viii) *any item, benefit or service*
    - a) *not arising directly from the **breakdown** **you** are claiming for*
    - b) *in excess of the limits set out elsewhere in this **policy***
    - c) *not authorised by **us***
  - ix) *a second call out if **we** consider that the fault which caused the first **breakdown** had not been properly repaired.*
- 8 *Losses of any and every kind and any costs incurred caused by delays or the provision of benefits and/or services, whether or not provided by **us** or a **service provider**, for example loss of earnings, the cost of food and drink and any costs not agreed by **us**.*
- 9 *Any claim*
  - i) *caused directly or indirectly by the effect of intoxicating liquors or drugs*
  - ii) *which **you** have made successfully under **your motor insurer's** policy or any other policy of insurance however, where the value of **your** claim is more than the amount **you** can get from the other insurance, **we** may agree to pay the difference subject to the limits, terms, conditions and exclusions of this **policy**.*
- 10 *Any personal effects, valuables or luggage left in or on **your vehicle**, trailer, boat, caravan or any other item being towed by or used in conjunction with the **vehicle**.*
- 11 *Any animal or livestock in the **vehicle** at the time of the **breakdown** and during onward transportation, if **we** agreed to provide it.*





## Important notice – please read

We strongly recommend that you keep a record of all information given to us, including telephone calls, copies of all letters, emails and the proposal and claim forms you completed. A copy of the policy is available on request.

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these alternative formats please contact us or your intermediary.

### Important facts and changes

It is essential that you both provide all important facts and advise us of any changes which may affect this policy after its commencement. If you are in doubt as to what constitutes an important fact, you should disclose it as failure to do so may invalidate your policy or result in it not operating fully. It is an offence to deliberately make false statements or withhold information in order to obtain insurance.

### Data protection – information uses

Please read the paragraphs below, which define how we, Clegg Gifford and the insurer (Inter Partner Assistance SA) use information about you for the purpose of providing you with insurance services and additional products and services.

We appreciate the importance of the protection, confidentiality and security of your information.

#### **Personal Information**

By purchasing our products and services, you agree that we and the insurer(s) may:

- a) disclose and use information about you and your insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service your insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) monitor and/or record your telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) undertake all of the above within and outside the United Kingdom and the European Union. This includes processing your information in other countries in which data protection laws are not as comprehensive as in the European Union. However, we have taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries, as there is in the European Union.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, please write to us at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about you is only held for so long as it is appropriate for the above.

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

#### **Marketing**

Clegg Gifford, its associated companies and agents may use your information to keep you informed by post, telephone, e-mail or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to the Managing Director

Clegg Gifford & Co Limited, 7 Eastern Road, Romford, Essex RM1 3NH.





### **Administration and regulatory compliance**

The information you supply may be

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Clegg Gifford, its associated companies and agents, by other participating insurers and suppliers and your insurance intermediary
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators
- shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew this insurance or make a claim.

## **Complaints**

We aim to provide the highest service standards at all times however, if for any reason you are not satisfied, we would like to hear from you. The procedure which follows has been put in place to ensure that your concerns are dealt with promptly and fairly

In the first instance, we would encourage you to notify your usual contact and ask for your complaint to be investigated.

Alternatively, you can telephone our Compliance Officer on 01708 729500

or write to

Clegg Gifford & Co Limited, 7 Eastern Road, Romford, Essex RM1 3NH.

Please remember to quote your name as shown on your current schedule and the policy number in all correspondence and telephone calls.

If you are unhappy with the delay, the way your complaint has been handled or if it has not been resolved to your satisfaction, you may refer it to the Financial Ombudsman Service, an independent body. The service is available to individuals, certain small businesses, charities and trusts.

Exchange Tower, London E14 9SR. Tel: 0845 0801800

Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk) Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst we are bound by the decision of the FOS, you are not and your right to take legal action is not affected.

## **Financial Services Compensation Scheme**

You are covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that the insurer is financially unable to pay claims made against it. For all non compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. There is no upper limit. Full details of the scheme, including the amounts payable for a claim, can be obtained from FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.



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