



## Membership Terms & Conditions

### Important Information

#### IF YOU REQUIRE BREAKDOWN ASSISTANCE

If you breakdown in the UK, please call us on 01423 535 786.

If you breakdown whilst travelling in Europe, please call us on + 44 1423 535 786.

Please note that calls may be recorded for quality and monitoring purposes.

If you have broken down on a motorway and have no means of contacting us or are unaware of your location, you can use the nearest SOS box and advise the highway officer of our telephone number, who can contact us to arrange assistance. If a highways officer is present at the scene please advise them that you have contacted us or provide them with our telephone number to call us on your behalf.

The roadside can be a dangerous place, so please ensure the safety of you and your passengers at all times.

#### What do you need?

Before we can arrange assistance, we will need to validate your cover. In order for us to do this quickly and efficiently please have the following information ready.

- **Your membership details, including your membership number and a contact telephone number.**
- The location of you and your vehicle and the nature of the fault.
- Registration and make and model of the vehicle.

#### If you are not a member or do not have the relevant level of cover

We will happily provide assistance for faults or incidents that you are not covered for; however, all costs for arranging this service must be paid by a credit or debit card prior to this being arranged. The costs may vary due to your circumstances.

If you wish to use this service please call 01423 535 786 and request the "pay on use service".

## Membership Types

Your NCI Roadside Assistance membership will either be a vehicle based membership or a personal based membership. Please refer to your Schedule of Cover for confirmation of the type of membership you hold.

All memberships provide cover in the UK and where specified, Europe.

#### Vehicle based memberships

Cover for the vehicle(s) registered with us no matter who is driving. Please refer to your Schedule of Cover to confirm the vehicle(s) covered under your membership. We reserve the right not to offer assistance to an unregistered vehicle. Should you change your vehicle at any time during your membership you must inform us immediately.

#### Personal based memberships

Cover is provided for the person(s) registered under your personal membership as a driver or passenger in any vehicle, including the vehicle registered with us. You must be able to produce acceptable proof of identity at the time of the claim.

If travelling with your vehicle outside of the UK, you must have a European level of cover.

Please note: a breakdown membership is not a replacement for servicing and maintaining a vehicle, the vehicle should be properly serviced and maintained in accordance with the manufacturers' specifications. We may request to see proof of this. If you call us for assistance and our Recovery Operator reports to us that it is evident you have not maintained your vehicle in a roadworthy condition, you will have to pay all the costs arising from the assistance provided.

## Membership Period

**Your NCI Roadside Assistance membership is valid for 12 months from the start date shown on your Schedule of Cover, unless a different date is specified on your Schedule of Cover. The start date will be at least 24 hours following purchase of cover.**

## Call Out Limits

Your NCI Roadside Assistance membership covers you for an unlimited number of call outs.

## Levels of Cover

### ROADSIDE ASSISTANCE WITH LOCAL RECOVERY

#### What is covered

Following an **incident** occurring within the **UK** and more than a quarter mile radius from **your home**, we will:

- Pay the call out fees and charges for one hour of roadside labour for a Recovery Operator to attend to the scene of the incident to either:
- Complete a temporary repair to the vehicle within an hour, or
- if roadside assistance is not available or in the Recovery Operator's opinion, a temporary repair is not possible, we will arrange and pay the costs of transportation of 7 passengers, including the driver, to be recovered to a single destination within 10 miles of the incident.

If you require, we will relay telephone messages to others and advise them of your predicament.

Please note: recovery cannot be used as a way of avoiding repair costs. If you decline the service being offered we will be unable to offer further assistance once our Recovery Operator has left the scene of the incident. You are responsible for instructing the garage to carry out any repairs. If there is no suitable repairer within 10 miles of the incident an additional mileage charge may be applied.

#### What is not covered

- Vehicles that are not taxed or do not hold a valid MOT certificate.
- Any request for service where remedial action has not been taken following a previous breakdown or temporary repair being made, unless in transit immediately following a temporary repair to a repairing garage.
- Where service cannot be completed because the vehicle does not carry a serviceable spare wheel (not applicable to motorcycles or vehicles which are manufactured without a spare wheel), aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
- Any indirect costs such as lock replacement, new keys and any replacement or repair of tyres.
- Repair and labour costs other than an hour's roadside labour at the scene.
- The cost of any parts, components or materials used to repair the vehicle.
- All things excluded under 'General Cover Exclusions'.

### NATIONAL RECOVERY

#### What is covered

Includes all the benefits offered under 'Roadside Assistance with Local Recovery' plus if the repairs cannot be completed by a local garage within the same working day, we will either:

- Recover you, your vehicle and your passengers to your home or original destination, whichever is closest;
- Contribute towards alternative travel for you and your passengers to your home or original destination, whichever is closest (see General Cover Inclusions for full details);
- Or contribute towards emergency overnight accommodation for you and your passengers (see General Cover for full details).

#### What is not covered

- Vehicles that are not taxed or do not hold a valid MOT certificate.
- Any request for service where remedial action has not been taken following a previous breakdown or temporary repair being made, unless in transit immediately following a temporary repair to a repairing garage.
- Where service cannot be completed because the vehicle does not carry a serviceable spare wheel (not applicable to motorcycles or vehicles which are manufactured without a spare wheel), aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
- The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the incident within the same working day.
- More than 10 miles recovery, if recovery is due to any of the following reasons: - loss of or breakage of keys, keys locked within your covered vehicle, the use of incorrect fuel, running out of fuel or charge, flat tyre or puncture or accidental damage.
- All things excluded under 'Alternative Travel'.
- All things excluded under 'Overnight Accommodation'.
- All things excluded under 'Roadside Assistance with Local Recovery'.

### AT HOME ASSISTANCE

#### What is covered

As an addition to either 'Roadside Assistance with Local Recovery', 'National Recovery' or 'European Recovery', you can opt to include Home Assistance. If you purchase this extension you will be covered if:

The incident occurred and is reported, when the vehicle is at your home or within a quarter mile radius of your home address.

If we are unable to repair your vehicle we will recover it to a local garage.

## EUROPEAN RECOVERY

### What is covered

Includes all of the same benefits as 'National Recovery' whilst in the UK, plus the following cover in Europe:

- We will provide service in Europe where the maximum duration of any single trip does not exceed 31 days and your vehicle is not outside the UK for a total period of more than 90 days in any membership year.
- We will pay the call out fees and charges for one hours roadside labour for a Recovery Operator to attend the scene of the incident to either:
  - Complete a temporary repair to the vehicle
  - Or, if in the Recovery Operator's opinion, a temporary repair is not possible, we will arrange and pay the costs of transportation of 7 passengers, including the driver, to be recovered to a single destination within 10 miles of the incident.
- If the vehicle cannot be repaired within 48 hours or any other time that we can agree, we will arrange for your vehicle and up to 7 passengers, including the driver to be transported either to your home or original destination.
- If your vehicle requires storage following an incident in Europe, we will if we agree, pay the storage costs.
- If you arrive at a motorail or ferry departure point too late to commence the booked journey due to an incident on the outward or return journey to or from the UK, providing you would have been on time if the incident had not occurred, we will pay the replacement cost of the first missed connection up to £250.

This is offered on a pay and then claim basis. You will need to provide proof of the original and replacement booking.

Please note: regulations are different when you breakdown in Europe, help may take longer in arriving and roadside repairs may not be offered. You must ensure you carry Your V5 registration document with you during your journey.

We will need to know if you are on an outward or inward journey and details of your booking arrangements. We may request proof of the outbound and inbound travel dates of your trip.

### What is not covered

- The cost of recovery from a European motorway exceeding £60. This is offered on a pay and then claim basis.
- Service where repatriation costs exceed the market value of the vehicle.
- Repatriation to the UK within 48 hours of the original incident, regardless of ferry/motorail bookings or pre-arranged appointments you have made within the UK.
- Repatriation if the vehicle can be repaired but you do not have adequate funds for the repair.
- All things excluded under 'National Recovery'.

## General Cover Inclusions

### ALTERNATIVE TRAVEL – FOR BREAKDOWNS IN THE UK

#### What is covered

If we agree it is necessary to provide alternative travel we will:

- Pay up to £250 towards the cost of alternative transport or car hire for up to 7 passengers, including the driver, to continue your journey.

Please note: This service is offered for National Recovery in the UK. Car hire is subject to availability and the suppliers Terms and Conditions. It may be provided on a pay and claim basis.

#### What is not covered

- The cost of alternative transport other than to your home or original destination and a return trip to collect your repaired vehicle.
- Alternative travel if repairs can be carried out at or near the scene of the incident.
- The cost of fuel or oil used in any replacement car/and or any additional insurance offered by the supplier of a hire car.
- Hire cars fitted with non-standard equipment; these may include roof racks, tow bars and child seats.

Please note: The car hire agreement will be between you and the relevant supplier and will be subject to that supplier's Terms and Conditions. These will include:

- Production of a full driving licence valid at the time of issue of the hire car.
- Production of a credit or debit card with sufficient funds for the supplier to take a deposit.
- Meeting the suppliers required age limitations.
- The excess payable under any insurance for the hire car.

### EMERGENCY OVERNIGHT ACCOMMODATION – FOR BREAKDOWNS IN THE UK

#### What is covered

If we agree it is necessary to provide alternative accommodation we will:

- Pay up to £150 per passenger (including the driver) subject to an overall maximum of £500 per incident Pay up to a maximum of £500 per incident.

Please note: this service is offered on a pay and then claim basis for National Recovery in the UK. We will only reimburse claims when we receive a valid receipt (which must be produced within 30 days of claim) and where we have agreed it was necessary to offer this service. The maximum payment per incident will be £500.

#### What is not covered

- Overnight accommodation if repairs can be carried out at or near the scene of the incident.
- The cost of food, drinks, telephone calls or other incidentals.

### ACCIDENT ASSISTANCE – FOR BREAKDOWNS IN THE UK

In the event of a non-fault road traffic accident within the UK and within the membership period, we can assist in arranging a hire vehicle and the recovery of any uninsured losses via our chosen panel of specialist representatives or solicitors.

We can assist you in pursuing a claim against the third party for:

- Damage caused to your vehicle.
- Claims for injury or death.
- Claims for uninsured losses. (E.g. policy excesses, loss of earnings, travel expenses.)
- Vehicle repairs.

### CARAVANS AND TRAILERS – FOR BREAKDOWNS IN THE UK AND EUROPE

If your vehicle breaks down and your caravan or trailer is attached, providing the caravan or trailer is fitted with a standard towing hitch and does not exceed 7 metres in length, your caravan or trailer will be recovered to the same destination as your vehicle at no extra cost to you.

#### What is not covered

- Breakdowns or accidents to the caravan or trailer itself.

If the incorrect fuel has been added to your vehicle, we will arrange for the draining and disposal of incorrect or contaminated fuel, plus provide up to 10 litres of the correct fuel. If this does not resolve the incident, we will recover your vehicle up to 10 miles.

## General Cover Terms

Applying to all sections

1. We will provide cover if:
  - a. You have met all the Terms and Conditions within this booklet.
  - b. The information provided to us, as far as you are aware, is correct.
2. Cover commences at least 24 hours after purchase.
3. Where safe to do so, the driver of the vehicle must remain with or near the vehicle until help arrives.
4. Any applicable membership excess must be paid in advance of assistance being provided.
5. It is your responsibility to take the vehicle to a garage or dealer immediately after any temporary repair, in order to have the fault permanently repaired.
6. Any repairs completed at the roadside, including boost starts, are classed as temporary repairs.
7. In the case of punctures or damage to wheels, if we are unable to repair or replace the tyre and/or wheel at the roadside you will be recovered within 10 miles only.
8. If we are able to carry out a temporary repair at the roadside, you must accept the assistance being provided and immediately pay the Recovery Operator for any parts supplied and fitted by credit or debit card.
9. Except for guide dogs, we will only allow animals in our vehicles at the Recovery Operator's discretion. Any animals can remain in your vehicle at your own risk. We will not be liable for any injury to animals, or damage caused by them. We will not be responsible for any costs relating to animals.
10. If you cancel a callout when a Recovery Operator has already been dispatched, we may not refund any monies you have paid (including but not limited to your membership excess if applicable) towards arranging assistance. If the vehicle breaks down again, you may be charged for the second and any subsequent call outs.
11. We reserve the right to charge you for any costs incurred as a result of incorrect location details being provided.
12. In the event you use the service and the fault is subsequently found not to be covered by the membership you have purchased, we reserve the right to reclaim any monies from you in order to pay for the service not covered.
13. The repair must be carried out if the vehicle is recovered to a garage and the garage can repair the vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If you do not have funds available, any further service related to the claim will be denied.
14. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If you do not have funds available, any further service related to the claim will be denied.
15. We reserve the right to recover your immobilised vehicle in accordance with and subject to any legislation regarding drivers' working hours.
16. If you have a right of action against a third party, you shall co-operate with us to recover any costs incurred by us.

17. If you are covered by any other contract or membership for any costs incurred by us, you will be required to reimburse us within 14 days of our request to you for any costs we have paid out.
18. If you have a road traffic accident you must provide us with your insurance company details when requested. We reserve the right to claim back any cost that may be recovered through your insurance.
19. Regardless of circumstances, we will not be held liable for any costs incurred if you are unable to make a telephone connection to any numbers provided.
20. You will be required to reimburse us within 14 days of our request to you any costs we have paid out on your behalf which are not covered under the terms of your membership.
21. If the cost of recovery to your home or onward destination exceeds the market value of the vehicle, we reserve the right to pay the market value of the vehicle and pay for alternative transport home, rather than providing further assistance.

## General Cover Exclusions

Applying to all sections unless otherwise stated this membership does not cover:

1. If the vehicle is deemed to be illegal, untaxed, has no valid MOT, not covered, un-roadworthy or dangerous to transport.
2. Service where a breakdown has occurred within 24 hours of the purchase of the policy.
3. *Exclusion not applicable.*
4. If applicable, the membership excess as shown on your Schedule of Cover.
5. An incident or fault to your vehicle that occurred prior to the commencement of your cover.
6. Any liability for the diagnosis of a fault, or cause of a breakdown by our Recovery Operators.
7. Any costs or expenses not authorised by us, including storage charges within the UK.
8. Any winching costs or the use of specialist recovery equipment including; winches, cranes, dollies and skates.
9. Any request for service if the vehicle cannot be reached or is immobilised due to snow, mud, sand or water or where the vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
10. Any damage to your vehicle or its contents whilst being recovered, stored or repaired and any liability or loss arising from any act performed in the execution of the assistance services provided.
11. Any cover which is not specifically detailed within this document.
12. Any request for service when the keys for the vehicle have been stolen or are believed to have been stolen.
13. Claims not notified to us and authorised prior to expenses being incurred.
14. The charges of any other company, including police recovery, except those authorised by us.

15. During extreme weather, riots, war, civil unrest, industrial disputes, our services can be interrupted. We will resume our service to you as soon as we can in these circumstances.
  16. Fines and penalties imposed by courts.
  17. Any charges where you, having contacted us, arrange recovery or repairs by other means unless we have agreed to reimburse you.
  18. Claims totalling more than £10,000 in any membership period.
  19. A request for service following any intentional or wilful damage caused by you to your vehicle.
  20. Faults with the covered vehicle that do not prevent the vehicle from being safely and legally driven.
  21. Incidents caused by failure to maintain the vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
  22. Any request for service where the vehicle is overloaded or carrying more passengers than it is designed to carry.
  23. Any request for service if the vehicle is being used for motor racing, rallies, public hire, private hire, courier services (unless an additional premium has been agreed and paid which means the vehicle is covered for courier services) or any contest or speed trial or practice for any of these.
  24. Vehicles that are not secure or have faults with windscreen wipers, windscreen washer jets, electric windows, sun roofs, convertible roofs or locks not working, unless the fault occurs during the course of a journey and your safety is compromised.
  25. Any claims relating to the following: -
    - a) Vehicles with a laden weight in excess of 3,500 kg (3.5 tonnes) and/or more than 7 metres long, 2.55 metres wide and 3 metres high (unless declared with an additional premium agreed and paid to allow cover up to a laden weight of 7,500kg as stated on your Schedule of Cover).
    - b) Vehicles with modifications which impede our ability to assist in the normal roadside repair or recovery of your vehicle, unless declared and agreed with us prior to taking the cover and declared at the time of notifying an incident.
  26. Any false or fraudulent claims.
  27. Minibuses or limousines unless an additional premium has been agreed and paid.
  28. Failure to comply with requests by us or our Recovery Operators concerning the assistance being provided.
  29. Recovery of the vehicle to your home once it has been repaired.
  30. Any claims relating to windscreen, rear or side window damage including cracks, chips or breakages.
  31. Any fault caused by frozen liquids in pipes or tubes or frozen locks caused by very low temperatures.
  32. Toll and sea transit charges for the covered vehicle within the UK.
  33. Any cost that would have been incurred if no claim had arisen.
  34. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
    - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
    - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
35. We will not provide assistance or pay for any loss, damage, liability or expense, directly or indirectly caused by or contributed to, or arising from one single event where the use or operation of any system, software, malicious code, virus, process or any other electronic system, intended to inflict harm, impacts your vehicle and other vehicles simultaneously.
- Sanction Limitation and Exclusion Clause
- The insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Our Rights to Refuse Cover

We reserve the right to refuse to provide service:

1. Where remedial action has not been taken following a previous breakdown or temporary repair being made, unless in transit immediately following a temporary repair to a repairing garage.
2. If you or your passengers are being obstructive in allowing us to provide the most appropriate assistance or are abusive to us or our Recovery Operators.
3. If you have an outstanding debt with us.
4. If, in our opinion, the vehicle is found to be un-roadworthy due to lack of maintenance, unless servicing records can be provided.
5. Where the vehicle is fitted with Run Flat Tyres and you do not drive immediately to the nearest garage able to complete repairs.

## Membership Cancellation

Your membership has a cooling off period of 14 days from the start date. If you wish to cancel your membership within this period we will provide a refund of the premium paid. If you have made a claim within this period we will not refund the premium. If you cancel after the cooling off period, no refund of premium will be paid.

To cancel your policy, please contact your insurance broker.

The cover is not transferable to any other person.

We reserve the right to cancel your policy by sending 7 days written notice.

## Changes to Your Membership

We reserve the right to make changes to your membership. Advance notification of at least 30 days will be sent for any significant changes.

## Change of Vehicle

This membership only covers the vehicle(s) registered with us unless you have opted for personal membership. You must notify us immediately if you change your vehicle.

If you do not notify us of the new vehicle details, we will not be able to provide you with assistance.

Please note that a change of vehicle will commence a minimum of 24 hours after you have notified us of the change.

## Making a Complaint

If at any time you have any query or complaint regarding the way the policy was sold, you should refer to the broker who sold the policy to you.

We aim to give a high level of service at all times. However if you have a complaint about the service you have received please contact:

Phone: 01423 535 795  
Email: [complaints@rescuemycar.com](mailto:complaints@rescuemycar.com)  
Post: Rescuemycar.com  
4th Floor Clarendon House  
Harrogate  
North Yorkshire  
HG1 1JD

If your complaint is about AmTrust Europe Ltd or the Terms and Conditions, we may refer your complaint to AmTrust Europe Ltd.

We will contact you within three days of receiving your complaint to confirm what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it takes us longer than four weeks we will tell you when you can expect an answer.

## Financial Ombudsman Service

Alternatively, at any stage, you may have the right to contact the Financial Ombudsman Service who can review complaints from eligible complainants.

Further information can be found at

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Phone: 0800 023 4567 (calls to this number are free from mobile phones or landlines) or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

## Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if the insurer is unable to meet its obligations to you under this contract. Further information can be obtained online at [www.fscs.org.uk](http://www.fscs.org.uk), by calling them on 0800 678 1100 (freephone) or 020 7741 4100 or in writing to FSCS PO Box 300, Micheldean GL17 1DY

# Privacy and Data Protection Notice

## DATA PROTECTION

We and the insurer are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). For the purposes of the Legislation, the Data Controllers are Jigsaw Insurance Services Plc and AmTrust Europe Ltd (the insurer). Below is a summary of the main ways in which we process your personal data, for more information please visit our website [www.jigsawinsurance.com](http://www.jigsawinsurance.com) or the insurer’s website [www.amtrusteurope.com](http://www.amtrusteurope.com)

### Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us/the insurer for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in this notice.

### How we use your personal data and who we share it with

We/the insurer may use the personal data held about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us/the insurer or which we/the insurer feel(s) may interest you. We/the insurer will also use your data to safe-guard against fraud and money laundering and to meet our/the insurer’s general legal or regulatory obligations.

### Disclosure of your personal data

We/the insurer may disclose your personal data to third parties involved in providing products or services to us/the insurer, or to service providers who perform services on our/the insurer’s behalf. These include our/the insurer’s group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

### International transfers of data

The personal data that we/the insurer collect from you may be transferred to, processed and stored in, a destination outside the UK and the European Economic Area (“EEA”). Amtrust Europe Ltd currently transfer personal data outside the UK and EEA to the USA and Israel. Where we/the insurer transfer(s) your personal data outside of the UK and the EEA, we/the insurer will ensure that it is treated securely and in accordance with the Legislation.

### Your rights

You have the right to ask us/the insurer not to process your data for marketing purposes, to see a copy of the personal information we/the insurer hold(s) about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us/the insurer to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

### Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our/the insurer’s data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or our/the insurer’s business relationship with you, unless we/the insurer are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our/the insurer’s use of your personal data, please contact the relevant Data Protection Officer, please see websites noted above for full address details.

## INSURANCE ADMINISTRATION

The information that you give to us will be used by us/ the insurer and anybody appointed by us/the insurer or them for the purposes of administering your membership or a claim. It may be disclosed to AmTrust Group companies in the USA and outside of the European Union, reinsurers and to regulatory authorities for the purposes of monitoring.

Where this happens we/the insurer will ensure that anyone to whom we/the insurer send your information agrees to treat it with the same level of protection as if we/the insurer were dealing with it.

In giving us/the insurer information about another person, you confirm that they have given you permission to give the information to us/the insurer and that we/the insurer may process it (including any sensitive data) for the purposes as set out in these notices.

We/the insurer may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). These checks may be made when you take out insurance with us/the insurer or if you make a claim and the information shared with anyone acting on our/the insurer behalf to administer your insurance or a claim (e.g. loss adjusters or investigators).

If you have any questions about the personal details held or if you believe our records may be inaccurate, please write to:

Jigsaw Insurance Services  
4th Floor Clarendon House  
Harrogate  
North Yorkshire  
HG1 1JD.

## INFORMATION ON PRODUCTS AND SERVICES

If you have confirmed you are happy to be contacted we may send you information about other products or services. We may contact you by letter, email, telephone or SMS. Please be reassured that we will not make your personal details available to any companies other than those that are contracted by us to provide services relating to your membership with us. If you would prefer not to receive information from us or those companies who provide services on our behalf, please contact us.

## CREDIT SEARCHES

To help us to prevent fraud and to check your identity, we may search files made available to us by credit reference agencies, who may keep a record of that search.



## TELEPHONE RECORDING

For our joint protection telephone calls may be recorded and monitored by us and our service providers.

## GIVING US ALL THE IMPORTANT INFORMATION

When we accept your application for this insurance, the insurer will rely on the information you give. You must take reasonable care to provide complete and accurate answers to the questions asked when you take out, or make changes to, your policy. If the information provided by you is not complete and accurate the extent of cover may be affected and:

- your policy may be cancelled and payment of any claim refused or
- any claim may not be paid in full.

We will write to you if the insurer:

- intends to cancel your policy; or
- needs to amend the terms of your policy; or
- requires you to pay more for your insurance.

If you become aware that information you have given is incomplete or inaccurate, you must inform us.

## FRAUD PREVENTION AND DETECTION

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 furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

If any claim made by you or anyone acting on your behalf under this membership is fraudulent, deliberately exaggerated or intended to mislead, we may:

- not pay your claim; and
- recover (from you) any payments we have already made in respect of that claim; and
- terminate your cover from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If your cover is terminated from the time of the fraudulent act, we will not pay any claim for any incident which happens after that time and may not return any of the premium(s) already paid.

## OTHER INSURERS

We may pass information about you and this membership to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this membership. In addition, information may be passed to other insurance related organisations in common with industry practice.

## OUR SERVICE COMMITMENT

If you have any suggestions or comments about how we or our service providers can improve our cover or the service we/they have provided please contact us. We always welcome feedback to enable us to improve products and services.

## Service Providers and Insurance Undertaking

Operating on behalf of Rescuemycar.com, the service is provided by Vehicle Rescue Network Limited.

Vehicle Rescue Network Limited is an Appointed Representative of Jigsaw Insurance Services Plc, which is authorised and regulated by the Financial Conduct Authority (Firm Reference 307654). Jigsaw Insurance Services Plc is registered in England and Wales, Company No 05052874. Registered Office: 4<sup>th</sup> Floor, Clarendon House, Victoria Avenue, Harrogate, North Yorkshire HG1 1JD

Our memberships are underwritten by AmTrust Europe Ltd, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference 202189). AmTrust Europe Ltd is registered in England and Wales, Company No 1229676. Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG

Unless agreed otherwise, this policy is governed by and should be interpreted under the laws of England and Wales.

## DEFINITIONS

Some common terms are used throughout this booklet. Wherever the following words and phrases appear in this booklet they will always have these meanings and will be in bold.

### ‘Europe or European’

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland.

### ‘Home’

The UK address that we have registered as the home address of the member at the time of the relevant incident.

### ‘Incident’

Mechanical or electrical failure, running out of fuel or charge, flat battery, accidental damage to tyres, lost or broken keys or keys locked within the covered vehicle that, in our opinion, prevents you from safely or legally driving your vehicle.

Within the UK only: misfuelling, accident damage, vandalism, fire, theft or attempted theft with recovery up to a maximum of 10 miles of the incident.

### ‘Insurer’

Amtrust Europe Limited

### ‘Local Garage’

A garage or dealership within 10 miles of the place of the incident.

### ‘Market Value’

The amount that the market would pay for the vehicle. The market value of the vehicle includes factors such as age, make, model, miles travelled and general condition of the vehicle. We may use recognised industry publications, such as Glasses Guide, Parkers, and Auto Trader to assist us in calculating the amount.

### ‘Membership’

The insurance cover underwritten by AmTrust Europe Limited

### ‘Membership Period’

Cover starts on the membership start date specified in your Schedule of Cover, which shall be at least 24 hours following the time you purchased cover.

### ‘Recovery Operator’

Our independent agent that we contract to assist you at the scene of your incident and to recover your vehicle if appropriate.

### ‘Schedule of Cover’

Details of the specified vehicle(s), member(s), membership period, level and type of cover.

### ‘UK or United Kingdom’

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

### ‘Vehicle’

The private car, motorised caravan, motorcycle or light commercial vehicle, which must not exceed 3,500kg (3.5 tonnes) in gross vehicle laden weight (including any load carried) and not exceed 7 metres long, 2.55 metres wide and 3 metres high.

A vehicle can be covered outside the scope of this definition if it is noted in the Schedule of Cover and the agreed additional premium has been paid

### ‘We or Us or Our’

Operating on behalf of the brand ‘NCI Roadside Assistance’, this membership is provided by Jigsaw Insurance Services Plc.

Jigsaw Insurance Services Plc who has placed this insurance with AmTrust Europe Limited, acting on your behalf as your agent and through whom all matters concerning your insurance are handled.

### ‘You or Your or Driver or Member’

For personal **membership**, the member and/or, if the context requires, any joint or family member who has been nominated by the member and for whom the appropriate premium has been paid.

For vehicle **membership**, the member or any person who is travelling with, and who requests assistance for the vehicle that is registered under the **membership**.