



## Policy Wording

### Important Information

#### IF YOU NEED BREAKDOWN ASSISTANCE

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

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

Please note that **we** may record calls for quality and monitoring purposes.

If **you** have broken down on a motorway and have no means of contacting **us** or **you** are unaware of **your** location, **you** can use the nearest SOS box to advise the Highways Officer of **our** telephone number and they can contact **us** to arrange assistance. If a Highways Officer is present at the scene please tell them that **you** have contacted **us** or give them **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 check that **you** have cover. So that **we** can 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.
- The registration, make and model of the **vehicle**.

Please note: cover starts 24 hours after **you** buy it.

#### 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, **you** must pay all the costs for this service by credit or debit card before we can arrange assistance. These costs will depend on **your** circumstances.

If **you** need to use this service, please call 01423 535 786 and ask for the “pay on use service”.

## Membership Types

**Your membership** will either be a **vehicle-based membership** or a personal based **membership**. **Your Schedule of Cover** will show the type of **membership** you have.

All **memberships** provide cover in the **United Kingdom** and, where specified, **Europe**.

### Vehicle based memberships

**We** cover 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** do not have to offer assistance to an unregistered **vehicle**. If **you** change **your vehicle** at any time during **your membership** you must inform your broker immediately.

### Personal based memberships

**We** cover 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 prove **your** 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 manufacturer's specifications. **We** may ask 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 help **we** give **you**.

## Membership Period

**Your membership** is valid for 12 months from the start date shown on **your Schedule of Cover**, unless **your Schedule of Cover** shows a different period. The start date will be at least 24 hours after **you** bought the cover.

## Call Out Limits

**Your 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 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 up to 7 passengers, including the **driver**, to be recovered to a single destination within 10 miles of the **incident**.

If **you** ask **us**, **we** will relay telephone messages to others and tell them what has happened.

**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**, **we** can charge for additional mileage.

#### What is not covered

- Any **incident** which happens at **your home** or within a quarter-mile radius of **your home**. This exclusion does not apply if **you** have 'At Home Assistance'.
- **Vehicles** that are not taxed or do not hold a valid MOT certificate.
- Service after a breakdown or temporary repair if the vehicle has not had a permanent repair. This exclusion does not apply if you are travelling to a garage for a repair immediately after a temporary repair.
- Where service cannot be completed because the **vehicle** does not carry a serviceable spare wheel (this exclusion does not apply to motorcycles or **vehicles** which are manufactured without a spare wheel), aerosol repair kit, appropriate jack, or where 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 one 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 (or following working day if the garage is closed), **we** will either:

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

### What is not covered

- Any **incident** which happens at **your home** or within a quarter-mile radius of **your home**. This exclusion does not apply if **you** have 'At Home Assistance'.
- **Vehicles** that are not taxed or do not hold a valid MOT certificate.
- Service after a breakdown or temporary repair if the vehicle has not had a permanent repair. This exclusion does not apply if you are travelling to a garage for a repair immediately after a temporary repair.
- Where service cannot be completed because the **vehicle** does not carry a serviceable spare wheel (this exclusion does not apply to motorcycles or **vehicles** which are manufactured without a spare wheel), aerosol repair kit, appropriate jack, or where 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, puncture or accidental damage.
- All things excluded under 'Alternative Travel'.
- All things excluded under 'Emergency Overnight Accommodation'.
- All things excluded under 'Roadside Assistance with Local Recovery'.

## AT HOME ASSISTANCE

### What is covered

As an addition to 'Roadside Assistance with Local Recovery', 'National Recovery' or 'European Recovery', **you** can buy 'At Home Assistance'. This will cover **you** if the **incident** occurred and is reported when the **vehicle** is at **your home** or within a quarter mile radius of **your home**.

If **we** cannot repair **your vehicle**, **we** will take 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 (or the period specified on **your Schedule of Cover** if Single trip European Recovery) and **your vehicle** is not outside the **UK** for a total period of more than 90 days in any **membership** period.
- **We** will pay the call out fees and charges for one hour's 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 up to 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 **your** original destination.
- If **your vehicle** requires storage following an **incident** in **Europe**, **we** will if **we** agree, pay the storage costs.
- If an **incident** on the outward or return journey to or from the **UK** means:
  - that **you** arrive at a motorail or ferry departure point too late to start the journey **you** have booked, and
  - **you** would have been on time if the **incident** had not happened,**we** will pay the replacement cost of the first missed connection up to £250.

**You** will have to pay and then claim the costs from **us**. **You** will need to provide proof of the original and replacement bookings.

**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 return 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. **You** will have to pay and then claim the costs from **us**.
- Service where repatriation costs are more than 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 enough money to pay.
- All things excluded under 'National Recovery'.

## GENERAL COVER

### 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 depends on availability and the supplier's Terms and Conditions. **You** will have to pay and then claim the costs from **us**.

#### 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 supplier's required age limitations.
- Payment of any excess due under any insurance for the hire car.

### 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** may be able to assist in arranging a hire vehicle and the recovery of any uninsured losses via a panel of specialist representatives or solicitors.

**We** can help **you** in pursue a claim against the third party for:

- damage caused to **your vehicle**.
- claims for injury or death.
- claims for uninsured losses (for example policy excesses, loss of earnings, travel expenses.)
- **vehicle** repairs.

## 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 for each passenger (including the **driver**) up to an overall maximum of £500 for each incident.

**Please note:** **You** will have to pay and then claim the costs from **us** 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 the claim) and where **we** have agreed it was necessary to offer this service. The maximum payment for each **incident** will be £500.

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

If **your vehicle** breaks down with **your** caravan or trailer attached, **we** will recover the caravan or trailer to the same place as **your vehicle** provided that it:

- is fitted with a standard towing hitch and
- is not longer than 7 metres.

There will be no **extra** cost to **you** for this.

### What is not covered

- Breakdowns or accidents to the caravan or trailer itself.

## MISFUELLING – FOR INCIDENTS IN THE UK

If the incorrect fuel has been added to **your vehicle**, **we** will arrange for the draining and disposal of incorrect or contaminated fuel and 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.

**We** do not apply a **membership** excess for a misfuelling **incident**.

## 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. As long as it is safe to do so, the **driver** of the **vehicle** should stay with or near the **vehicle** until help arrives.
4. 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.
5. **We** consider that any repairs completed at the roadside, including boost starts, are temporary repairs.
6. In the case of punctures or damage to wheels, if **we** cannot repair or replace the tyre and/or wheel at the roadside, **you** will be recovered within 10 miles only.
7. If **we** can carry out a temporary repair at the roadside, **you** must accept the assistance **we** give and immediately pay the **Recovery Operator** by credit or debit card for any parts supplied and fitted.
8. Except for guide dogs, **we** will only allow animals in recovery 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.
9. If **you** cancel a callout when a **Recovery Operator** has already been dispatched, **we** may not refund any money **you** have paid (including **your membership** excess if **you** have one) towards arranging assistance. If the **vehicle** breaks down again, **we** can charge **you** for the second and any subsequent call outs.
10. **We** can charge **you** for any costs **we** incur if **you** give **us** the wrong location of an **incident**.
11. If **you** use the service and the fault is subsequently found not to be covered by the **membership you** have, **we** can reclaim any money from **you** to pay for the service not covered.
12. The repair must be carried out if **we** take the **vehicle** to a garage and the garage can repair it within the terms stated. **You** must have the money to pay for the repair immediately. If **you** do not have enough money, **we** will not give any further service related to the claim.
13. **You** must have enough money to pay for alternative transport or overnight accommodation costs immediately. If **you** do not have enough money, **we** will not give any further service related to the claim.



14. **We** can recover **your** immobilised **vehicle** in accordance with and subject to any legislation regarding drivers' working hours.
  15. If **you** have a right of action against a third party, **you** will co-operate with **us** to recover any costs **we** incur.
  16. If **you** have a road traffic accident **you** must tell **us your** insurance company details when **we** ask for them. **We** can claim back any cost that may be recovered through **your** insurance.
  17. Regardless of circumstances, **we** will not be held liable for any costs **you** incur if **you** cannot make a telephone connection to any numbers provided.
  18. **You** must reimburse **us** within 14 days of **our** request to **you** any costs **we** have paid on **your** behalf which are not covered under the terms of **your membership**.
  19. If the cost of recovery to **your home** or onward destination is more than the **market value** of the **vehicle**, **we** can pay the **market value** of the **vehicle** and pay for alternative transport **home**, rather than providing further assistance.
2. Service where a breakdown has happened within 24 hours of **you** buying this cover.
  3. Not applicable.
  4. **Your membership** excess if **you** have one. **Your Schedule of Cover** will show this.
  5. An **incident** or fault to **your vehicle** that happened before **your** cover started.
  6. Any liability for the diagnosis of a fault, or cause of a breakdown by **our Recovery Operators**.
  7. Any costs or expenses that **we** have not authorised, including storage charges within the **UK**.
  8. Any winching costs or the use of specialist recovery equipment for example winches, cranes, dollies and skates.
  9. Any request for service if:
    - **we** cannot reach the **vehicle**, or
    - the **vehicle** is immobilised due to snow, mud, sand or water or
    - where **we** cannot access the **vehicle** or
    - **we** cannot transport the **vehicle** 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

## General Cover Exclusions

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

1. Any **incident** if **we** consider that the **vehicle** is illegal, untaxed, has no valid MOT, not covered, un-

- in the execution of the assistance services provided.
11. Anything 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 before expenses are incurred.
  14. The charges of any other company, including police recovery, unless **we** have agreed to those charges.
  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 **you** have caused to **your vehicle**.
  20. Faults with the **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, for example 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 or any contest or speed trial or practice for any of these (unless an additional premium has been agreed and paid which means the vehicle is covered for courier services)
  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 an additional premium has been 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 make it difficult for **us** to carry out a normal roadside repair or recovery. **We** will not apply this exclusion if:

- **you** told **us** about the modification before buying the cover,
  - **we** agreed to cover the **vehicle**, and
  - **you** tell **us** about the modification when **you** tell **us** about 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 the **Recovery Operator** 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 **vehicle** within the **UK**.
  33. Any cost that would have been incurred if no claim had arisen.
  34. 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 if caused by or contributed to, or arising from a single event where the use or operation of any:
    - system
    - software
    - malicious code
    - virus
    - process or
    - any other electronic system

which is intended to inflict harm impacts **your vehicle** and other vehicles at the same time.

#### **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 can refuse to provide service:

1. Where if, after a breakdown or temporary repair, the **vehicle** has not had a permanent repair to resolve the fault. **We** won't apply this exclusion if **you** are on the way to a garage for a repair immediately after a temporary repair.
2. If **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **us** or the **Recovery Operator**.
3. If **you** have an outstanding debt with **us**.
4. If, in **our** opinion, the **vehicle** un-roadworthy due to lack of maintenance, unless **you** can show **us** servicing records.
5. Where the **vehicle** is fitted with Run Flat Tyres and **you** do not drive immediately to the nearest garage which can complete repairs.

## Membership Cancellation

**Your membership** has a cooling-off period of 14 days from the **membership** start date. If **you** want to cancel **your membership** during this period **we** will refund the premium paid. If **you** have made a claim during the cooling-off period, **we** will not refund the premium. If **you** cancel after the cooling-off period, **we** will not refund the premium.

To cancel **your** cover please contact **your** broker.

The cover is not transferable to any other person.

We can cancel your cover by sending 7 days' written notice if we have a valid reason for doing so. This includes:

- if we reasonably suspect fraud
- if you, or anyone travelling with you, abuses or threatens our staff.

## Change of Vehicle (for vehicle based memberships only)

This **membership** only covers a **vehicle** if it is registered with **us**. **You** must call **your** broker immediately if **you** change **your vehicle(s)**.

If **you** do not tell **your** broker of the new **vehicle** details, **we** will not be able to give **you** assistance.

Please note: a change of **vehicle** will take effect a minimum of 24 hours after **you** have told **us** of the change.

## Making a Complaint

**We** aim to give a high level of service at all times. However, if **you** have a complaint regarding the service provided or how **your** cover was sold, please contact **your** broker who will contact **us**.

If **your** complaint is about Amtrust Specialty Ltd, **we** may refer **your** complaint to Amtrust Specialty 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

"Please note that access to the Financial Ombudsman Service is not available for complaints relating to non-insurance products, for example UK Recovery. If your complaint is not eligible, we will not refer to the Financial Ombudsman Service in our correspondence."

If **you** have **European** Recovery and 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

(calls to this number cost no more than calls to 01 and 02 numbers)

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

Post: 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, Mitcheldean GL17 1DY

## Privacy and Data Protection Notice

### AmTrust's Data Protection

Amtrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

### What they do with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give **you** this policy.
- contact **you** to ask if **you** want to continue with the policy.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

**You** can ask AmTrust to:

- provide **you** with the information it has about **you**.
- Restrict or stop processing your information in certain occasions.
- If there are any mistakes or updates, **you** can ask AmTrust to correct them.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your** policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website - [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

## 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 Limited and Amtrust Specialty Ltd (the **insurer**). Below is a summary of the main ways in which **we** and the **insurer** process **your** personal data, for more information please visit **our** websites at [www.rescuemycar.com](http://www.rescuemycar.com) and the **insurer’s** website at [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

## 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 and the insurer 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 safeguard 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 at, a destination outside the **UK** and the European Economic Area ("EEA"). Amtrust Specialty 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 EEA, **we/the insurer** will take all steps necessary to 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 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** 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's** 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 Limited, 4th Floor Clarendon House, Harrogate, North Yorkshire HG1 1JD.

### INFORMATION ON PRODUCTS AND SERVICES

If **you** have confirmed that **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 wish to change **your** contact preferences, 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 **your** and **our** joint protection telephone calls may be recorded and monitored by **us** and **our** service providers.

### GIVING US ALL THE IMPORTANT INFORMATION

When **your** application for European Recovery is accepted, 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** show **us** 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 **you** receive, please contact **us**. **We** always welcome feedback to enable **us** to improve products and services.

## 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, if 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 Specialty 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 Glass’s Guide, Parkers, and Auto Trader to assist **us** in calculating this amount.

### ‘Membership’

The insurance cover underwritten by Amtrust Specialty 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 and Northern Ireland.

### ‘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 Limited.

Jigsaw Insurance Services Limited who has placed this insurance with AmTrust Specialty 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**.

## Service Providers and Insurance Undertaking

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

Vehicle Rescue Network Limited and NCI Consultants Ltd are Appointed Representatives of Jigsaw Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority (Firm Reference 307654). Registered Office: 4<sup>th</sup> Floor, Clarendon House, Victoria Avenue, Harrogate HG1 1JD (Company number 05052874).

**Our memberships** are underwritten by Amtrust Specialty Ltd Registered Office: Exchequer Court, 33 St Mary, London, EC3A 8AA. Registered Number: 1229676. Amtrust Specialty Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and

Prudential Regulation Authority (Firm Reference 202189). These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

#### Certification of Cover

These Terms and Conditions and **your Schedule of Cover** are issued to you by NCI Consultants Ltd in its capacity as agent of Amtrust Specialty Ltd under contract reference SRWW004122. In exchange for you paying the premium amount referenced in your **Schedule of Cover**, you are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of your policy.

Signed by

A handwritten signature in black ink that reads "S Lockhart". The signature is written in a cursive style with a large, stylized initial 'S'.

Sarah Lockhart

Authorised signatory of NCI Consultants Ltd

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