

Valid for holidays booked and policies issued from the 01/12/2017 to the 31/12/2018 for travel between the 01/01/2018 to the 30/04/19

**Towergate Chapman Stevens
MOTOR BREAKDOWN INSURANCE**



Policy Number
**IIL/18VB
2018 ISSUE**

SINGLE TRIP MOTOR BREAKDOWN INSURANCE POLICY

Important

This insurance policy will have been sold to You on a non-advised basis and it is important that You read this insurance policy (paying particular attention to the terms, conditions and exclusions) and ensure that it meets all of Your requirements. If upon reading this policy You find it does not meet all of Your requirements, please refer to the Cancellation Rights section on page 3.

This policy is underwritten by ERV, ERV is incorporated and regulated under the laws of Germany, as Europäische Reiseversicherung A.G., and trades in the UK as ETI - International Travel Protection (ERV), Companies House Registration FC 25660 and Branch Registration BR 007939.

ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN-www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

Towergate Chapman Stevens is a trading name of Towergate Underwriting Group Limited which is authorised and regulated by the Financial Conduct Authority. Registered in England No. 4043759. Registered address Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. FCA firm reference No. 313250.

Roadside Assistance & Recovery

For assistance in the UK, call Us on: 01206 812 758

The following service is provided with Your level of cover:

If Your vehicle suffers a Breakdown within the Territorial Limits (UK), We will send help to the scene of the Breakdown and arrange to pay callout fees and mileage charges needed to repair or assist with the Vehicle.

If, in the opinion of the Recovery Operator, they are unable to repair the Vehicle at the roadside We will assist in the following way: -

Either:

- Arrange and pay for Your Vehicle, You and up to 6 passengers to be recovered to the nearest garage which is able to undertake the repair.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, We will arrange for Your Vehicle, You and up to 6 passengers to be transported to Your Home Address, or if You would prefer and it is closer, Your original destination within the Territorial Limits (UK).

Any recovery must take place at the same time as the initial callout otherwise You will have to pay for subsequent callout charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Controller of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

Home Assist

We will send help to Your Home Address or within a one-mile radius of Your Home Address in the event Your Vehicle suffers a Breakdown.

If, in the opinion of the Recovery Operator, they are unable to repair Your Vehicle at the roadside, We will arrange and pay for Your Vehicle, You and 6 passengers to be recovered to the nearest garage which is able to undertake the repair.

Any recovery must take place at the same time as the initial callout otherwise You will have to pay for subsequent callout charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Controller of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

Alternative Travel*

If the Recovery Operator is unable to repair Your Vehicle within the same working day or a period agreed between You and Our Rescue Controller, We will pay up to £100.00 (maximum) towards the cost of alternative transport or car hire. We will also pay the cost of a single standard rail ticket for one person to return and collect the Vehicle. This service can only be used to complete a journey whilst Your Vehicle is being repaired a minimum of 20 miles away from Your Home Address.

Emergency Overnight Accommodation*

If We decide to provide alternative accommodation We will pay a maximum of £60.00 for a lone traveller or £40.00 per person for one night for You and up to 6 passengers. The maximum payment per incident is £280.00.

*These services will be offered on a pay/claim basis, which means that You must pay initially and We will send You a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from Our Rescue Controller. The policy will only pay for a group 1 hire car rate. We will only reimburse claims when We are in receipt of a valid invoice/receipt.

Caravans and Trailers

If Your Vehicle suffers a Breakdown and Your caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not

exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), Your caravan/trailer will be recovered with Your Vehicle at no extra cost.

Keys

If You lose, break, or lock Your keys within Your Vehicle, We will pay the callout and mileage charges back to the Recovery Operator's base or Your Home Address if closer. All other costs incurred, including any specialist equipment needed to move the Vehicle, will be at Your expense.

Message Service

If You require, We will pass on two messages to Your home or place of work to let them know of Your predicament and ease Your worry.

European Assistance

We will provide service in the Territorial Limits (Europe) where the maximum Duration of any single trip does not exceed 90 days. However short term policies (those with a Period of Insurance lasting one month or less) will be limited to a single trip not exceeding the Period of Insurance.

Please ensure You carry Your V5C registration document with You during Your journey. Due to local regulations and customs, You may be required to provide copies of Your V5C registration document. You will be held liable for any costs incurred if copies of Your V5C registration document are not immediately available.

Regulations are different when You Breakdown in Europe and help may take longer in arriving. We will require detailed information from You regarding the location of Your Vehicle. We will need to know if You are on an outward or inward journey and details of Your booking arrangements. When We have all the required information We will liaise with Our European network. You will be kept updated and therefore, You will be asked to remain at the telephone number You called from.

For assistance in Europe, call Us on: 00 44 (0) 1206 812 758

We will send help to the scene of the Breakdown and arrange to pay callout fees and mileage charges needed to repair or assist with the Vehicle.

If, in the opinion of the Recovery Operator, they are unable to repair the Vehicle at the roadside We will assist in the following way: -

- Arrange and pay for Your Vehicle, You and up to 6 passengers to be recovered to the nearest garage able to undertake the repair.
- If the Vehicle cannot be repaired within 48 hours or by Your intended return, whichever is the later, We will arrange for Your Vehicle, You and up to 6 passengers to be transported either to Your Home Address, or if You would prefer and it is closer, Your original destination within the Territorial Limits (Europe). During the 48 hours We will pay for the costs of alternative accommodation and alternative transport (to be agreed and authorised with Our Rescue Controllers).

General Notes Relating to Europe

If You have broken down on a European motorway or major public road, We are generally unable to assist You and You will often need to obtain assistance via the SOS phones. The local services will tow You to a place of safety and You will be required to pay for the service immediately. You can then contact Us for further assistance. We will pay a maximum of £150.00 towards reimbursement of the costs, but We will only reimburse claims when We are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

If You have broken down in a European Country during a Public Holiday, many services will be closed during the Holiday period. In these circumstances, You must allow Us time to assist You and effect a repair to Your Vehicle. We will not be held liable for any delays in reaching Your destination.

General Notes

Uninsured Service

We can provide assistance for faults that are not covered under this insurance policy or where You would like Us to assist additional passenger numbers who exceed the maximum of 6, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of Vehicle

Our policy only covers the Vehicle registered on Our database, therefore any change must be notified immediately by email to to: finance@imagineireland.com.

Please include Your policy number, the new registration, make, model and colour of Your Vehicle and the date You wish to make the change. If You do not notify Us of the new Vehicle details, We may not be able to supply You with a service.

Governing Law

English Law governs this insurance.

Language

We have chosen to use the English language in all documents and communication relating to this policy.

Measurements

A Home Assist is calculated using a straight line from the Home Address to the location of the Breakdown. All other measurements are calculated using driving distances.

Garage Repairs

Any repairs undertaken by the Recovery Operators at their premises are provided under a separate contract, which is between You and the Recovery Operator.

Multiple Vehicle Policies

Multiple Vehicle policies must be registered to one address within the Territorial Limits (UK).

Definitions

Accident: A collision immediately rendering the Vehicle immobile or unsafe to drive.

Breakdown: An electrical or mechanical failure to the Vehicle, which immediately renders the Vehicle immobilised.

Duration: Commences from the date of Your departure from the UK and ceases upon Your return to the UK for a period not exceeding 90 days.

Home Address: The last known address recorded on Our system where Your Vehicle is ordinarily kept.

Home Assist: Assistance within a one-mile radius of Your Home Address.

Period of Insurance: The duration of this policy as indicated on Your policy schedule for a period not exceeding twelve months.

Rescue Controller: The telephone Operator employed by Call Assist Ltd.

Recovery Operator: The independent technician Call Assist appoints to attend Your Breakdown.

Suitable Garage: Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

Territorial Limits (Europe): Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus) and Vatican City.

Territorial Limits (UK): Great Britain and Northern Ireland.

Us, We, Our: Call Assist Ltd.

Vehicle: The car(s) or motorcycle(s) registered with Imagine Ireland Limited.

You, Your: The person named as 'the insured' in the travel company booking confirmation.

Exclusions

Applying to all sections unless otherwise stated

This insurance does not cover the following: -

1. a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the Vehicle with a standard towing hitch.
b) Breakdowns or Accidents to the caravan or trailer itself.
2. Assistance following an Accident, theft, fire or vandalism.
3. Service where glass or windscreens have been damaged.
4. Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and Your safety is compromised.
5. Breakdowns caused by insufficient fuel.
6. Breakdowns caused by failure to maintain the Vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
7. Where service cannot be effected because the Vehicle does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.

8. Any request for service if the Vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where the Vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
9. Overloading of the Vehicle or carrying more passengers than it is designed to carry.
10. Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless Your Vehicle has been fully repaired at a Suitable Garage, declared fit to drive by the Recovery Operator or is in transit to a pre-booked appointment at a Suitable Garage.
11. The recovery of the Vehicle and passengers if repairs can be carried out at or near the scene of the Breakdown within the same working day. If recovery takes effect We will only recover to one address in respect of any one Breakdown.
12. Any Vehicle which is not listed on Your Policy Schedule as being eligible for Breakdown cover with Us.
13. Vehicles over 10 years old at the date this policy inception for travel in the Territorial Limits (Europe), or 15 years old for travel in the Territorial Limits (UK).
14. Any request for service if the Vehicle is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
15. Minibuses, vans, commercial vehicles, motorhomes, horseboxes or limousines.
16. Any claims relating to the following: -
 - a) Vehicles exceeding 3,500 kg (3.5 tonnes) gross Vehicle weight.
 - b) Vehicles more than 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high.
17. Assistance if the Vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
18. The cost of any parts, components or materials used to repair the Vehicle.
19. Repair and labour costs other than half an hour roadside labour at the scene.
20. Any winching charges or the use of specialist equipment.
21. The cost of draining or removing contaminated fuel.
22. Storage charges.
23. Any claim within 24 hours of the time the policy is purchased.
24. Any Breakdown that occurred before the policy commenced, the Vehicle was placed on cover, or before the policy was upgraded.
25. More than six callouts in any one Period of Insurance.
26. Claims totalling more than £15,000 in any one Period of Insurance.
27. Any costs or expenses not authorised by Our Rescue Controllers.
28. The cost of food, drinks, telephone calls or other incidentals.
29. Claims not notified and authorised prior to expenses being incurred.
30. The charges of any other company (including Police recovery) other than the Recovery Operator, a car hire agency or accommodation charges which have been authorised by Us.
31. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
32. Any cost that would have been incurred if no claim had arisen.
33. Any false or fraudulent claims.
34. The cost of alternative transport other than to Your destination and a return trip to collect Your repaired Vehicle.
35. The cost of fuel, oil or insurance for a hire Vehicle.
36. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Breakdown within the same working day.
37. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your Home Address once it has been inspected or repaired.
38. Any damage or loss to Your Vehicle or its contents and any injury to You or any third party caused by Us or the Recovery Operator. It is Your responsibility to ensure personal possessions are removed from the Vehicle prior to Your Vehicle being recovered.
39. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, We will not pay for You to collect Your Vehicle from a repairer or for any time that has to be taken off work because of a Breakdown.
40. Failure to comply with requests by Us or the Recovery Operator concerning the assistance being provided.
41. A request for service following any intentional or wilful damage caused by You to Your Vehicle.
42. Fines and penalties imposed by courts.
43. Any cost recoverable under any other insurance policy that You may have.
44. 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.
45. Any cover which is not specifically detailed within this policy.

Additional exclusions applying to the European Assistance

1. Service where repatriation costs exceed the market value of the Vehicle.
2. The cost of recovery from a European motorway exceeding £150.00.
3. Repatriation to the UK within 48 hours of the original Breakdown, regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments You have made within the UK.
4. Repatriation if the Vehicle can be repaired but You do not have adequate funds for the repair.
5. Any claim where the Duration of a single trip is planned to or subsequently exceeds 90 days.

General Conditions

Applying to all sections

1. Details of Your cover may not reach Us by the time assistance is required. In this unlikely event, We will assist You however before assistance can be provided We will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If We receive confirmation that You have adequate cover the reserved funds will be released. If We receive confirmation that You do not have adequate cover We will take payment for any uninsured costs.
2. The driver of the Vehicle must remain with or nearby the Vehicle until help arrives.
3. If a callout is cancelled by You and a Recovery Operator has already been dispatched, You will lose a callout from Your policy. We recommend You to wait for assistance to ensure the Vehicle is functioning correctly. If You do not wait for assistance and the Vehicle breaks down again within 12 hours, You will be charged for the second and any subsequent callouts.
4. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
5. We have the right to refuse to provide the service if You or Your passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Controllers or the Recovery Operator.
6. Your Vehicle must be registered to and ordinarily kept at an address within the Territorial Limits (UK).
7. Vehicles must be located within the Territorial Limits (UK) when cover is purchased and commences.
8. We can request proof of outbound and inbound travel dates.
9. If the Vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the Vehicle, We have the option to pay You the market value of the Vehicle in its current condition and pay for alternative transport home. Although You are under no obligation to do so, the disposal of Your Vehicle will be Your responsibility. If You would prefer Your Vehicle to be transported to Your Home Address or original destination, this can be arranged but You will need to pay any costs which exceed the market value of the vehicle in its current condition.
10. We will only pay ferry and toll fees within the confines of the United Kingdom of Great Britain and Northern Ireland.
11. We must be advised immediately at the time of contacting Us for assistance, if Your Vehicle is fitted with alloy wheels. If We are not advised and We are unable to provide the service promptly or efficiently through the agent who will be assisting You, You will be charged for any additional costs incurred.
12. If We are able to repair Your Vehicle at the roadside, You must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
13. The repair must be carried out if the Vehicle is recovered to a dealership and the dealership 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. In the event You use the service and the claim is subsequently found not to be covered by the policy You have purchased, We reserve the right to reclaim any monies from You in order to pay for the uninsured service.
16. We may decline service if You have an outstanding debt with Us.
17. If You have a right of action against a third party, You shall co-operate with Us to recover any costs incurred by Us. If You are covered by any other insurance policy for any costs incurred by Us, You will need to claim these costs and reimburse Us. We reserve the right to claim back any costs that are recoverable through a third party.
18. Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting Your Vehicle.
19. The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. We will endeavour to help arrange alternative transport but You will need to pay for this service immediately by credit or debit card.

20. 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.
21. The policy is not transferable.
22. If, in Our opinion, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may terminate Your policy immediately notifying You, by letter to Your Home Address, of what action We have taken.
23. We will provide cover if
 - a) You have met all the terms and conditions within this insurance.
 - b) The information provided to Us, as far as You are aware, is correct.

Should You wish to contact Us, We can be contacted by:

- Mail: Customer Services, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX
- Email: enquiries@call-assist.co.uk
- Facsimile: 01206 364268

Cancellation Rights

If We have reason to believe this policy is not being used in the spirit it was designed for or it becomes apparent there is a breakdown in the relationship between Us and You, We may cancel the policy by sending 7 days notice to Your Home Address. In such situations, providing no claim has been made, We will refund the unexpired portion of Your premium.

This policy has a cooling off period of 14 days from the time You receive this information. If You do not wish to continue with the insurance, We will provide a refund of premium paid, providing no claim has been made.

You may cancel Your policy after the 14 day cooling off period but no refund of premium is available.

A refund of premium is not available if the Period of Insurance of the policy is for a period of less than one month.

If You wish to cancel Your policy, please contact the issuer of this policy.

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a Breakdown. As with any insurance, it does not cover all situations and You should read the terms and conditions of this policy to make sure that it meets Your specific needs.

Our Promise To You

We aim to provide a high standard of service. Please telephone Us if You feel We have not achieved this and We will do Our best to rectify the problem immediately.

Data Protection - Information Uses

In taking out this insurance You understand and give explicit consent that the information You provide will be used by Us, ERV, associated companies, other insurers, regulators, industry bodies and agencies to process Your insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries, including those with limited or no data protection laws. We have, however, taken steps to ensure that Your information is held securely.

Fraud Detection and Prevention & Claims History

You, or anyone acting for You must not act in a fraudulent manner.

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

1. Share information about You with other organisations and public bodies including the Police, loss adjustors and other third parties that We engage to investigate claims.
2. 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 involved in the administration of Your policy, may also search these agencies and databases to:-
 - a) Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
 - b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
 - c) Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity;
 - d) Undertake credit searches and additional fraud searches.

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

When We investigate claims, We may conduct searches of publicly accessible information about You available on the internet, including using sources such as search engines and social media.

Complaints Procedure

Any complaint You have regarding Your policy should be addressed to the policy administrator: Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of Your policy and in particular Your policy number, to help Your enquiry to be dealt with speedily.

We promise to:

- acknowledge Your complaint within five working days of receiving it;
- have Your complaint reviewed by a senior member of staff;
- tell You the name of the person managing Your complaint when We send Our acknowledgement letter; and
- respond to Your complaint within 20 working days. If this is not possible for any reason, We will write to You to let You know when We will contact You again.

If You remain dissatisfied, short of court action, You can ask The Financial Ombudsman Service to review Your case provided the policy is not of a commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. The Financial Ombudsman Service can be contacted at the following address:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Or by telephoning: 0800 023 4567 or 0300 123 9 123.

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting www.fscs.org.uk.

Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, Registered Company Number 3668383. This policy is underwritten by ERV and trades in the UK as ETI International Travel Protection (ERV), Afon House, Worthing Road, Horsham, West Sussex RH12 1TL, Companies House Registration FC 25660 and Branch Registration BR 007939.

Call Recording

To help Us provide a quality service, Your telephone calls may be recorded.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and subject to limited regulation by the Financial Services Authority. Details of the extent of our regulation by the FSA are available from us on request. Our FSA registration number is 220041. You can visit the Financial Services Authority website, which includes a register of all regulated companies at www.fsa.gov.uk/register or you can telephone them on 0845 606 1234.