

# Breakdown Cover Policy Wording

## Schedule

Service provided by **Intana**.

Cover is limited to Private Cars only.

Cover:

Insured vehicle:

Registration number:

Year of manufacture:

Insured:

Address:

Premium:

(Please note that **your** premium includes Insurance Premium Tax at the applicable rate).

Client no:

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## Period of insurance

(midnight the date of issue)  
12 months commencing at:

For and on behalf of John Lewis Insurance.

This insurance becomes valid upon the issue of the **Document of Insurance**.

## Preamble

This document is a legally binding contract of insurance between **you** (the Insured) and **the insurer** (Ageas Insurance Limited).

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of this contract without getting anyone else's permission. The contract is based on the information **you** provided to **us**.

**We** have agreed to insure **you** under the terms, conditions and exceptions contained in this document, or in any endorsement applying to this document. The insurance provided by this document covers any liability, loss or damage that occurs during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

# Policy Wording

## What to do if you break down

If **your vehicle** breaks down **you** must call the 24 hour control centre on 0845 610 0366 in the UK or 00 44(0)1444 442 639 in Europe where **our** trained staff will deal with **your** request quickly.

Please have the following information available when **you** phone.

- **Your** name and document number
- The phone number (including the area code) **you** are calling from
- The location of the broken down vehicle, including road numbers or names and landmarks
- The registration number, make, model and colour.

Please stay with **your vehicle** until a rescue vehicle arrives.

Please note that **you** are responsible for the cost of any parts fitted.

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## Definitions

Throughout this insurance policy the words and phrases printed in bold type will have the meanings set out below. Definitions are listed alphabetically.

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## Breakdown

Mechanical or electrical **breakdown** (failures or breakages), flat batteries, punctures, lack of fuel, lost ignition keys or damage which is caused by an accident, vandalism or theft and results in **you** not being able to drive **your vehicle**.

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## Document of Insurance

This document together with the signed schedule, form **your Document of Insurance**.

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## Home

The place where **your vehicle** is normally kept.

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## Intana

A trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN, will provide the services and benefits described under this policy. Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

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## Period of Insurance

The period of time covered by this insurance (as shown in **the Schedule**).

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## Territorial limits

Within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands, excluding territorial and international waters.

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## The administrators

John Lewis Car Insurance.

## The Insurer

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No. 354568.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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## The Schedule

Provides evidence that **your** insurance is in force and shows details such as **your** name, document number, **your vehicle** and **Period of Insurance**.

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## We, us, our

**Intana**, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

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## You, your

The person named as 'the Insured' in **the Schedule**.

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## Your vehicle

Any vehicle specified in **the Schedule** or notified to and accepted by **us**.

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## Breakdown Cover Services

If **your vehicle** cannot be driven as a result of a **breakdown** which occurs during the course of a journey and more than 1 mile from **your home**, **we** will provide the services shown on **the Schedule**, as long as the appropriate premium has been paid. Details of each service are shown below.

**We** will provide cover for any **breakdown** and any costs involved with the **breakdown**, which occur during the **period of insurance** and within the **territorial limits**.

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## Roadside Assistance

**We** will arrange service at the scene of the **breakdown** and will arrange and pay call-out fees and labour charges needed to start **your vehicle**. If **your vehicle** cannot be repaired at the scene of the **breakdown**, **we** will arrange and pay the cost of taking **your vehicle**, **you** and up to 7 passengers from the place where **your vehicle** has broken down to the nearest available garage.

This benefit is designed to cover small emergency repairs. It will not cover the cost of any parts or materials. Any work which is not carried out at the roadside is not covered. It is provided under a separate contract between yourself and the garage.

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## Home Service

If **your vehicle** breaks down at **your home** or within 1 mile of **your home**, **we** will arrange assistance and pay call-out fees and labour charges needed to start **your vehicle**. If **your vehicle** cannot be repaired at the scene of the **breakdown**, **we** will pay the cost of taking **your vehicle** to the nearest available garage.

## Message Service

On request **we** will pass a message on to **your** family or colleagues and let them know about **your** situation.

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## General Exclusions

This insurance does not cover the following:

- 1) If **your vehicle** is recovered by sea or air, any amount which is more than the cost of taking the vehicle to the nearest port or airport.
- 2) Any ferry fares or toll fees.
- 3) Damage or costs incurred as a direct result of gaining access to **your vehicle** following **your** request for assistance.
- 4) The cost of taking **your vehicle** and its passengers to more than one address after any one **breakdown**.
- 5) The cost of recovering **your vehicle** and its passengers if **your vehicle** can be repaired within a reasonable period of time at or near the place where it has broken down.
- 6) The cost of any parts, emergency windscreens, components or materials used to repair **your vehicle**.
- 7) Any costs or expenses for any service, which is not arranged by **us**.
- 8) Any recovery charges apart from recovery to the nearest available garage if **your vehicle** breaks down at **your home** or within 1 mile of **your home**.
- 9) Any costs or expenses if the **breakdown** is covered by any other insurance or recovery service.
- 10) Any request for service if **your vehicle** has been used (from the time **you** bought it) for private hire, public hire, racing, rally, pacemaking or in any contest or speed trial or any rigorous reliability testing.
- 11) Any request for service if **your vehicle** is off road or cannot be reached due to snow, mud, sand or flood.
- 12) Any request for service if **your vehicle** is considered to be dangerous or illegal to repair or transport.
- 13) Loss of or damage to **your vehicle** or its contents, or any valuables carried in **your vehicle**.
- 14) Any results of war, invasion, act of foreign enemy, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
- 15) Direct or indirect loss, damage or liability caused by, contributed to, or arising from:
  - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel.
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
  - pressure waves caused by aircraft and other flying objects.
- 16) Any costs or expenses incurred as a result of incorrect fuel in **your vehicle**.

## General Conditions

1. **We** will only provide the cover described in this insurance if:
  - **you** agree to pay the premium; all cover shall cease in the event of any payment not being met on the due date
  - **you** have met all the terms and conditions in this **Document of Insurance**
  - the information **you** have given **us** is, as far as **you** know, correct and complete; any payment made under this insurance will be based on the original information given to **us**.

**You** must answer all questions about this policy honestly and fully at all times. **You** must also tell **us** straight away if anything that **you** have already told **us** changes. If **you** do not tell **us**, **your** policy may be cancelled and any claim **you** make may not be paid.

2. This insurance only applies to **you** and cannot be transferred to anyone else.
3. If a **breakdown** occurs (whether or not **you** need immediate service), **you** must immediately tell **us**.
4. Roadside assistance or recovery will only be provided if **you** or the driver stays with **your vehicle** until a rescue vehicle arrives.
5. If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end.
6. **You** must take all reasonable steps to prevent a **breakdown**, and **your vehicle** must not be driven in an unsafe or unroadworthy condition or until repairs recommended following service have been carried out.
7. **You** must carry a serviceable spare tyre and wheel for **your vehicle**, caravan or trailer, except for vehicles that have not been designed and built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size and/or space saver alternatives.
8. **You** must keep **your vehicle** properly maintained and serviced.
9. This insurance only covers the vehicle specified in **the schedule**. **You must tell us** about any changes of vehicles.
10. The contractual terms and conditions, and other information relating to this contract will be in the English language.
11. This Policy will be governed by English law, and **you** and **we** agree to submit to the non exclusive jurisdiction of the courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.
12. Should **you** wish to contact **us** you should do so through **the administrators**:

John Lewis Car Insurance  
Prospect House  
Gordon Banks Drive  
Trentham Lakes North  
Stoke on Trent  
ST4 4TW.

## How to make a complaint

If **you** have any concerns regarding the sale of **your** policy please contact **the administrators**.

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## Our Promise of Service

**We** aim to provide a first class service at all times. However, if **you** have a complaint **you** should contact **us** in the first instance at:

Quality Department  
**Intana**  
Sussex House  
Perrymount Road  
Haywards Heath  
West Sussex  
RH16 1DN

Alternatively, telephone **us** on 0844 338 5799 or email **us** at [quality@intana-assist.com](mailto:quality@intana-assist.com)

**We** will aim to provide **you** with a full response within four weeks of the date **we** receive **your** complaint and **our** response will be **our** final decision based on the evidence presented. If for any reason there is a delay in completing **our** investigations, **we** will explain why and tell **you** when **we** hope to reach a decision. In any event, should **you** remain dissatisfied or fail to receive a final answer within eight weeks of **us** receiving **your** complaint, **you** have the right to refer **your** complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service at The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Telephone 0800 0234 567 or 0300 1239 123.

Please note that if **you** wish to refer this matter to the Financial Ombudsman Service **you** must do so within 6 months of **our** final decision. **You** must have completed the above procedure before the Financial Ombudsman Service will consider **your** case.

**Your** legal rights are not affected.

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## Cancellation Provisions

**Right to return the insurance document:** **You** have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. Any premium received will be refunded to **you**, provided no claim has been made.

**Cancellation by the Policyholder:** If **You** subsequently give notice in writing or by telephone to **Us** to cancel this Policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. If a premium has been paid for any period beyond the date of cancellation of this insurance, the proportionate amount of the premium **You** originally paid will be refunded to **You**. If however an incident has arisen during the period of insurance which has or will give rise to a claim, then no return premium will be made.

**Cancellation by Us:** If **You** fail to satisfy the terms of **Your** policy, **We** may choose to cancel **Your** Policy during the Period of Insurance by giving **You** 14 days written notice of cancellation to the last address you provided us with. Examples of when **We** might do this includes **You** not paying a Premium instalment when due, **Us** discovering that **Your** vehicle is no longer eligible for cover, etc.

**Premium position upon cancellation by Us:** If premium has been paid for any period beyond the date of cancellation of this insurance, the proportionate amount of the premium **You** originally paid will be refunded to **You**. If however, an incident has arisen during the period of Insurance which has or will give rise to a claim, then no refund will be made.

**Effective time of cancellation:** This Policy shall cease at 00:01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

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## Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **your personal information**.

In this notice, unless otherwise indicated, **we** and **us** and **our** mean any, or all, of:

- Intana, a trading style of Collinson Insurance Services Limited ("Intana");
- Ageas Insurance Limited ("Ageas"); and
- **your** broker / intermediary

**Your personal information** means any information **we** hold about **you** and any information **you** give **us** about anyone else. **You** should show this notice to anyone else insured or proposed to be insured under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy.

Please note that if **you** give **us** false or inaccurate information this could give **Ageas** or **your** broker / intermediary the right to avoid **your** insurance policy or it could impact **your** ability to claim.

## Sensitive Information

Some of the **personal information** that **we** may ask **you** to provide may constitute "sensitive personal data". This may include, without limitation, information relating to any criminal convictions. **We** may need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

## How we use your personal information

**We** may share **your personal information** with other companies within our respective groups for any of the purposes set out in this notice.

If **you** want to know more about the Collinson group (the group which includes **Intana**), please go to [www.collinsongroup.com](http://www.collinsongroup.com). If **you** want to know more about the **Ageas** group please go to [www.ageas.co.uk](http://www.ageas.co.uk).

**We** will use **your personal information** to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you**. **We** will also use **your personal information** to assess **your** insurance application.

**We** may research, collect and use data about **you** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **your personal information** with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

**Ageas** will share **your personal information** with others:

- if **Ageas** needs to do this to manage **your** policy;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **Ageas** is required or permitted to do this by law (for example, if **Ageas** receives a legitimate request from the police or another authority); and/or
- if **you** have given **Ageas** permission.

**You** can ask for further information about **Ageas'** use of **your personal information**. If **you** require such information, please write to the Data Protection Officer at the corresponding address set out below.

**Intana** will share **your personal information** with others:

- if **Intana** needs to do this to manage **your** policy, including settling claims;
- for management information purposes;
- to prevent or detect crime, including fraud;
- if **Intana** is required or permitted to do this by law (for example, if **Intana** receives a legitimate request from the police or another authority); and/or
- if **you** have given **Intana** permission.

**You** can ask for further information about **Intana's** use of **your personal information**. If **you** require such information, please write to the Data Protection Officer at the corresponding address set out below.

## Preventing and detecting crime

**Ageas** may use **your personal information** to prevent crime. In order to prevent and detect crime **Ageas** may:

- check **your personal information** against **Ageas'** own databases;
- share it with fraud prevention agencies. **Your personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **Ageas** will share **your** relevant **personal information** with them. The information **Ageas** shares may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **Ageas** by writing to **Ageas'** Data Protection Office at the corresponding address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Limited. **Ageas** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

## Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

## Marketing

**We** may use **your personal information** and information about **your** use of **our** products and services to carry out research and analysis.

**We** will only use **your personal information** to market **our** products and services to **you** if **you** agree to this.

## Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

## Further Information

**You** are entitled to receive a copy of any of **your personal information** **we** hold. **We** may charge **you** a small fee for this. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **your personal information**:

In respect of information held by **Intana**, please write to The Data Protection Officer at Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN giving **your** name, address and insurance policy number.

In respect of information held by **Ageas**, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving **your** name, address and insurance policy number.

In respect of information held by **your** broker / intermediary, please write to The Data Protection Officer at Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke on Trent, Staffordshire ST4 4TW giving **your** name, address and insurance policy number.

If **we** change the way that **we** use **your personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

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## Standard of Workmanship

**Intana** will monitor the progress of **your** assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

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## Financial Services Compensation Scheme (FSCS)

Ageas Insurance Limited and Collinson Insurance Services Limited are both covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations you may be entitled to compensation under the scheme. For this type of policy, the scheme covers at least 90% of any claims with no upper limit. More information can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk).

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## Call recording

To help **us** to provide a first class service **we** may record **your** telephone call.