

Breakdown Cover Policy Wording

Schedule

Service provided by **Call Assist**.

Cover is limited to Private Cars only.

Cover: Home Rescue

Insured vehicle:

Registration number:

Year of manufacture:

Insured:

Address:

Premium:

Client no:

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 0345 165 0580 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.

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, policy number, vehicle registration and policy postcode to 07537 404890.

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

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

Definitions

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

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**.

Call Assist

This service is provided by Call Assist Ltd.

Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority.

Document of Insurance

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

Home

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

Period of Insurance

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

Territorial limits

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

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.

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**.

We, us, our

Call Assist Ltd

You, your

The person named as 'the Insured' in **the Schedule** or the driver of the vehicle as applicable.

Your vehicle

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

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**.

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.

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.

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. Specialist Equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the breakdown if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
12. Any request for service if **your vehicle** is considered to be dangerous or illegal to repair or transport.
13. Any damage or loss to **your vehicle** or its contents caused by the recovery operator. It is **your** responsibility to ensure personal possessions are removed prior to **your vehicle** being transported.
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
 - pressure waves caused by aircraft and other flying objects
 - 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.
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. Costs incurred in addition to a standard callout where service cannot be undertaken at the roadside because **your vehicle** is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.
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. Nothing in this policy limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
11. The contractual terms and conditions, and other information relating to this contract will be in the English language.
12. 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.
13. 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.

Our Promise of Service

If **you** are unhappy with the service that has been provided by John Lewis Car Insurance (including information or documentation issued to **you**), **you** should contact John Lewis Car Insurance as follows:

In writing:
Customer Relations
Prospect House
Gordon Banks Drive
Trentham Lakes North
Stoke-On-Trent
ST4 4TW
By Telephone: 034 561 00355
Or by email: customerservice@johnlewisacarinsurance.com

If **your** complaint is about the service provided by **Call Assist** **you** can contact them in the following ways:

In writing:
Customer Services
Call Assist Limited
Axis Court
North Station Road
Colchester
Essex
CO1 1UX
By telephone: 01206 771788
Or by email: customerservices@call-assist.co.uk

Call Assist/John Lewis Car Insurance will try to resolve **your** complaint by the end of the third working day and they will send **you** a summary resolution letter. If they are unable to do this, they will write to **you** within five working days to let **you** know what they are doing to resolve **your** complaint and let **you** know who is dealing with the matter. Within eight weeks of them receiving **your** complaint, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

You have the right to ask the Financial Ombudsman Service to review **your** complaint, free of charge, if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if **Call Assist/John Lewis Car Insurance** have not issued their final response within eight weeks from **you** first raising the complaint. However, **you** must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service as follows:

In writing:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
By telephone: 0800 023 4567 (free from landlines) or 0300 123 9123 (free from some mobile phones)
Or by email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman will not have **Call Assist** or John Lewis Car Insurance permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Following the above complaints procedure does not affect **your** right to take legal proceedings.

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.

Your information and what we do with it – Putting your mind at rest

You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information.

For full details of our Privacy Notice, please go to www.ageas.co.uk/legal/privacy-policy/ or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

For the following information only, please note that references to 'we', 'us' or 'our' refers to Ageas Retail Limited, your Broker, the underwriter and the product provider.

Collecting your information

We collect a variety of information about you, such as:

- your name, address, contact details and date of birth
- information about what and/or who you want to insure, such as vehicle details, named drivers, travel details and companions
- your claims and credit history
- any criminal offences
- information about your use of our website such as your IP address which is a unique number identifying your computer
- special categories of personal information (previously known as 'sensitive personal information') such as details regarding your health.

This information is necessary for us to be able to provide you with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- you or someone connected with you, as well as publically available sources of information like social media and networking.
- third parties' databases that have been made available to the insurance industry, as well as where you have given your permission to share information with third parties like us.
- price comparison websites, if you have used them to obtain a quotation for a policy.

Using your information

We use your personal information and/or special categories of personal information to not only provide you with our products and services, but to better understand and predict your needs and preferences, so that we can continue to improve our products and services to give you insurance that is right for you.

These uses include:

- providing you with services relating to an insurance quotation or policy, for example:
 - assessing your insurance application and arranging your insurance policy including checking databases showing no claims discount entitlement and driving licence records
 - managing your insurance policy including claims handling and issuing policy documentation to you.

Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

- where we believe we have a justifiable reason to do so, such as:
 - keeping information about your current and past policies
 - preventing and detecting fraud, financial crime and anti-money laundering
 - carrying out processes such as research and analysis which may include computerised processes that profile you
 - providing sales information to third parties (for example price comparison websites) so that we fulfil our legal obligations to them
 - recording and monitoring calls for training purposes
 - contacting you if you fail to complete an online quotation to see if we can offer you any help with this.

Please note that if you have given us information about someone connected to you, you would have confirmed that you have their permission to do so.

Use of your personal information when using our websites and email communications

When you visit one of our websites we may collect information which includes your email and/or IP address. We may also use cookies and/or pixel tags on some pages of our website. Useful information about cookies, including how to remove them, can be found on our websites.

Sharing your information

We share **your** information with a number of different organisations, such as:

- other companies or brands within the Ageas group
- other insurers, business partners, agents or carefully selected third parties providing a service to **us** or on **our** behalf
- organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where **we** have a duty to or are permitted to disclose **your** personal information to them by law
- fraud prevention and credit reference agencies
- third parties **we** use to recover money **you** may owe **us** or to whom **we** may sell **your** debt
- other companies when **we** are trialling their products and services which **we** consider may improve **our** services to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate and necessary care and safeguards being in place.

Keeping your information

We will keep **your** information only for as long as is reasonably necessary to provide **our** products and services to **you** and to fulfil **our** legal and regulatory obligations. Please see **our** full privacy notice on **our** website for more details.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** or **our** service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the power to access. However, **we** will not transfer **your** information outside the EEA unless it is to a country which is considered to have sound data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Dealing with others acting on your behalf

We will deal with individuals **you** nominate, including third parties **we** reasonably believe to be acting on **your** behalf providing they are able to answer **our** security questions. For **your** protection though, **we** will need to speak to **you**, **your** legal representative, someone that **you** have specifically given **us** permission to speak to or a power of attorney should **you** want to change **your** contact address or policy coverage or cancel **your** policy.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, including:

- asking for access to and a copy of **your** personal information
- asking **us** to correct, delete or restrict or **you** can object to the use of **your** personal information
- withdrawing any previously provided permission for **us** to use **your** personal information
- complaining to the Information Commissioner's Office at any time if **you** object to the way **we** use **your** personal information

Please note that there are times when **we** will not be able to delete **your** information, such as where **we** have to fulfil **our** legal and regulatory obligations or where there is a minimum statutory period of time for which **we** have to keep **your** information. If this is the case, then **we** will let **you** know **our** reasons.

Standard of Workmanship

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

Financial Services Compensation Scheme (FSCS)

Ageas Insurance Limited and **Call Assist Ltd** 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.

Call recording

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