



UK & European Breakdown Cover

Terms and Conditions

Should you breakdown or have an accident
please call us on **01423 535 795**

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Welcome to Rescuemycar.com

Thank **you** for choosing Rescuemycar.com. **We** are delighted to welcome **you** as a **policyholder**.

Please read this booklet carefully and keep it in a safe place as it contains the Terms and Conditions of **your** Rescuemycar.com breakdown **policy**.

To understand the Terms and Conditions that apply to **your policy**, please make sure **you** are aware of the type of cover **you** have, which will be shown in **your Schedule of Cover**; issued at inception, renewal or when any adjustments are made to **your policy**.

You must tell **us** about any changes to this information as soon as possible. If **you** do not it could have an impact on **your** cover.

If **you** have any vulnerabilities or questions about any of the information in this booklet, please contact **our** Customer Service Team on **01423 535 795** where one of **our** team will be able to help.

IMPORTANT INFORMATION

What to do 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 policy** details, including **your policy** 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 and is then limited to local recovery (10 miles) for any claims made in the following 24 hours. **You** will have to pay an extra charge of £40 if **you** make a claim within this period.

If you have selected to include an excess on your policy

You must pay the excess by credit or debit card before **we** can arrange assistance. **Your Schedule of Cover** will show if **you** have an excess.

If you are not a policyholder 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”.

Policy Types

Your Rescuemycar.com **policy** will either be a **vehicle** based **policy** or a personal based **policy**. **Your Schedule of Cover** will show the type of **policy** **you** have.

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

Vehicle based policy

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 policy**.

We do not have to offer assistance to an unregistered **vehicle**. If **you** change **your vehicle** at any time during **your policy**, **you** must tell **us** immediately.

Personal based policy

We cover the person(s) registered under **your** personal **policy** 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 **policy** 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**.

Period of insurance

Your Rescuemycar.com **policy** 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.

If **you** pay for **your** annual cover under a continuous payment authority, **your** cover will automatically renew at the end of the **policy** year. **We** will tell **you** about this in advance, so **you** have the opportunity to cancel **your policy** or make any changes.

Please see the Policy Cancellation section for full details.

Call Out Limits

Your Rescuemycar.com **policy** 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 'Alternative Travel' section for full details); or
- Contribute towards emergency overnight accommodation for **you** and **your** passengers (see General Cover 'Emergency Overnight Accommodation' section 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**.

- Repatriation if the **vehicle** can be repaired but **you** do not have enough money to pay.
- All things excluded under 'National Recovery'.

GENERAL COVER (Applicable to National Recovery in the UK)

ALTERNATIVE TRAVEL

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.

EMERGENCY OVERNIGHT ACCOMMODATION

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

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

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 **policy** excess for a misfuelling **incident**.

ACCIDENT ASSISTANCE

In the event of a non-fault road traffic accident within the **UK** and within the **period of insurance**, **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** 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.

EUROPEAN RECOVERY

What is covered

Following an **incident** occurring within **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 **period of insurance**.
- **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 the nearest **local garage**.
- If the **vehicle** cannot be repaired by a **local garage** within the same working day (or following working day if the garage is closed) **we** will:
 - Pay up to £150 for each passenger (including the **driver**) up to an overall maximum of £500 for alternative accommodation if **we** agree it is necessary.
- If after 48 hours **your vehicle** is not repaired, **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 and any further accommodation costs during this journey (which **you** would need to pay and claim back from **us**).
- **You** may need to return to **UK** and leave **your vehicle** abroad for repair. If this happens, **we** will pay up to £1,000 towards **your** travel expenses to collect it when the repair is complete.
- 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**.

CARAVANS AND TRAILERS

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.

General Cover Terms

Applying to all sections

- We** will provide cover if:
 - you** have met all the Terms and Conditions within this booklet.
 - the information provided to **us**, as far as **you** are aware, is correct.
- Cover starts 24 hours after **you** buy it and is then limited to local recovery (10 miles) for any claims made in the following 24 hours. **You** will have to pay an extra £40 if **you** make a claim within this period.
- As long as it is safe to do so, the **driver** of the **vehicle** should stay with or near the **vehicle** until help arrives.
- You** must pay any **policy** excess by credit or debit card before **we** can arrange assistance.
- 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.
- We** consider that any repairs completed at the roadside, including boost starts, are temporary repairs.
- 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.
- 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.
- 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.
- If **you** cancel a callout when a **Recovery Operator** has already been dispatched, **we** may not refund any money **you** have paid (including **your policy** 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.
- We** can charge **you** for any costs **we** incur if **you** give **us** the wrong location of an **incident**.
- If **you** use the service and the fault is subsequently found not to be covered by the **policy you** have, **we** can reclaim any money from **you** to pay for the service not covered.
- 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.

14. **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.
15. **We** can recover **your** immobilised **vehicle** in accordance with and subject to any legislation regarding drivers' working hours.
16. If **you** have a right of action against a third party, **you** will co-operate with **us** to recover any costs **we** incur.
17. 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.
18. 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.
19. **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 policy**.
20. 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.

General Cover Exclusions

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

1. Any **incident** if **we** consider that the **vehicle** is illegal, untaxed, has no valid MOT, not covered, unroadworthy or dangerous to transport.
2. Service where a breakdown has happened within 24 hours of **you** buying this cover.
3. Cover starts 24 hours after **you** buy it and is then limited to local recovery (10 miles) for any claims made in the following 24 hours. **You** will have to pay an extra £40 if **you** make a claim within this period.
4. **Your policy** 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.

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 in the execution of the assistance services provided.
 11. Anything which is not specifically detailed within this document.
 12. Claims not notified to **us** and authorised before expenses are incurred.
 13. The charges of any other company, including police recovery, unless **we** have agreed to those charges.
 14. 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.
 15. Fines and penalties imposed by courts.
 16. Any charges where **you**, having contacted **us**, arrange recovery or repairs by other means unless **we** have agreed to reimburse **you**.
 17. Claims totalling more than £10,000 in any **period of insurance**.
 18. A request for service following any intentional or wilful damage **you** have caused to **your vehicle**.

19. Faults with the **vehicle** that do not prevent the **vehicle** from being safely and legally driven.
20. **Incidents** caused by failure to maintain the **vehicle** in a roadworthy condition, for example maintenance or proper levels of oil and water.
21. Any request for service where the **vehicle** is overloaded or carrying more passengers than it is designed to carry.
22. 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.
23. **Vehicles** that are not secure or have faults with windscreen wipers, windscreen washer jets, electric windows, sunroofs, convertible roofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised.
24. 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.
 - 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**.
25. Any false or fraudulent claims.
 26. Minibuses or limousines unless an additional premium has been agreed and paid.
 27. Failure to comply with requests by **us** or the **Recovery Operator** concerning the assistance being provided.
 28. Recovery of the **vehicle** to **your home** once it has been repaired.
 29. Any claims relating to windscreen, rear or side window damage including cracks, chips or breakages.
 30. Any fault caused by frozen liquids in pipes or tubes or frozen locks caused by very low temperatures.
 31. Toll and sea transit charges for the **vehicle** within the **UK**.
 32. Any cost that would have been incurred if no claim had arisen.
 33. 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.
34. **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:
- a) system
 - b) software
 - c) malicious code
 - d) virus
 - e) 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** is unroadworthy 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.

Policy Cancellation

Your policy has a cooling-off period of 14 days from the **policy** start date. If **you** want to cancel **your policy** during this period, **we** will refund the premium paid, minus a cancellation fee. 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.

Single Trip European Recovery

The 14 day cooling-off period does not apply for single trip **European** cover. If cover is cancelled before the **policy** start date, **we** refund **you** all the premium paid minus a cancellation fee. If **you** cancel after the **policy** start date, **we** will not refund the premium.

To cancel **your** cover please contact Customer Services:

Phone: 01423 535 795

Email: customerservice@rescuemycar.com

Website: www.rescuemycar.com

Post:

Rescuemycar.com

59 Cophall Bridge

Station Parade

Harrogate

HG1 1TT

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.

Payment for Our Services

Transaction type	Charge
Cancellations – within the first 14 days	£5.00
Policy Cancellation – over 14 days past inception	No Refund
Policy Renewal Fee (maximum)	£2.50
New Business Fee (maximum)	Nil

Mid-term amendments	£7.50
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You will receive a quotation before **you** buy the cover. This will show:

- The total price to pay, and
- Any fees, taxes and charges separately from the premium.

Changes to Your Policy

If **you** pay for **your policy** under a Continuous Payment Authority (automatic renewal) and **your** card details change, **you** must tell **us** immediately.

We can make changes to **your policy**.

We will give **you** at least 30 days' notice of any significant changes.

You can make changes to **your policy** online at:

www.rescuemycar.com/existingcustomers/amend-your-policy/ or call **us** on 01423 535 795.

The fee for making a change is £7.50.

Renewal

If **you** do not tell **us** 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:

Phone: 01423 535 795

Email: complaints@rescuemycar.com

Post:

Rescuemycar.com
59 Copthall Bridge
Station Parade
Harrogate
HG1 1TT

If **your** complaint is about AmTrust Specialty. **We** do not have to offer renewal of this **policy**.

Before **your** current **period of insurance** ends, **we** will:

- confirm the premium and
- the Terms and Conditions

which apply to the next **period of insurance**.

We will give **you** up to 21 days' notice.

To ensure **you** benefit from continuous cover, **we** will renew **your policy** each year using **our** automatic renewal service.

We do not have to offer renewal of this **policy**.

Change of Vehicle (for vehicle based policies only)

This **policy** only covers a **vehicle** if it is registered with **us**. **You** must call **us** immediately on 01423 535 795 if **you** change **your vehicle(s)**.

Limited or the **European** Recovery terms and conditions, **we** may refer **your** complaint to AmTrust Specialty Limited.

We will contact **you** within five working 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

In the unlikely event that **we** haven't responded to **your** complaint within eight weeks, or **you** are not happy with **our** final response **you** have the right to take **your** complaint onto the Financial Ombudsman Service, but **you** must do so within six months of the date of **our** final response. The Ombudsman is an impartial complaints service, which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

You can find out more information about how to complain to the Ombudsman online at: www.financial-ombudsman.org.uk.

Alternatively, **you** can write to the Ombudsman at: Financial Ombudsman Service, Exchange Tower London E14 9SR

By phone: 0800 023 4567

By email: complaint.info@financialombudsman.org.uk.

Please note: That if **you** don't refer **your** complaint within the six months, the Financial Ombudsman Service won't have **our** 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 circumstance. Further information can be found at

Website: 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

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

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

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)

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 Limited (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 and the **insurer’s** website at 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 Limited 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 policy** 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:

Rescuemycar.com
59 Cophthall Bridge
Station Parade
Harrogate
HG1 1TT

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 policy** 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 **policy** 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 **policy** to other insurance companies with which **we** either reinsure **our** business or who are dealing with a claim made under this **policy**. 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 **policyholder** 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** within the **UK**. The nearest garage or dealership of the place of the **incident** whilst travelling in **Europe**.

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.

Policy

If **you** have purchased a **European policy**, the insurance cover is underwritten by AmTrust Specialty Limited.

Period of insurance

Cover starts on the **policy** 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), **period of insurance**, level and type of cover.

UK or United Kingdom

Great Britain.

Vehicle

The private car, motorised caravan, motorcycle or light commercial **vehicle**, which must not exceed 3,500 kg (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, unless an addition premium has been agreed and paid.

We or Us or Our

Rescuemycar.com

Please note: Rescuemycar.com is a trading name of NCI Consultants Limited, an Appointed Representative of Jigsaw Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority (Firm Reference 307654).

Rescuemycar.com 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 Policyholder

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

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

Service Providers and Insurance Undertaking

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

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

This **policy** is underwritten by AmTrust Specialty Limited Registered Office: Exchequer Court, 33 St Mary, London, EC3A 8AA. Registered Number: 1229676. AmTrust Specialty Limited 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.

Certification of Cover

These Terms and Conditions and **your Schedule of Cover** are issued to you by NCI Consultants Limited in its capacity as agent of AmTrust Specialty Limited 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**.

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



Rescuemycar.com
4th Floor, Clarendon House, Victoria Avenue,
Harrogate, HG1 1JD

t: 01423 535 795
e: customerservice@rescuemycar.com
w: rescuemycar.com

