

BREAKDOWN COVER

Terms & Conditions

Should you breakdown or have
an accident please call us on

01423 535 786



Welcome to Rescuemycar.com

Thank **you** for choosing Rescuemycar.com, one of the fastest growing breakdown providers. **We** are delighted to welcome **you** as a **member**.

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

To understand the Terms and Conditions that apply to **your membership**, please make sure **you** are aware of the type of cover **you** have purchased. The type of **membership** and cover **you** hold, along with the information that **you** have provided to which **your membership** is based upon, will be detailed on **your Schedule of Cover**; issued at inception, renewal or when any adjustments are made to **your membership**.

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** are uncertain of any of the information contained in this booklet then please contact **our** Customer Service Team on 01423 535 795 where one of **our** team will be able to help.

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Membership Terms & Conditions

Important Information

IF YOU REQUIRE BREAKDOWN ASSISTANCE

In the event of a breakdown and **you** require assistance whilst **you** are within the **UK**, please call **us** on **01423 535 786**.

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

Please note that calls may be recorded for quality and monitoring purposes.

If **you** have broken down on a motorway and have no means of contacting **us** or are unaware of **your** location, **you** can use the nearest SOS box and advise the Highways Officer of **our** telephone number, who can contact **us** to arrange assistance. If a Highways Officer is present at the scene please advise them that **you** have contacted **us** or provide them with **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 validate **your** cover. In order for **us** to do this quickly and efficiently please have the following information ready -

- **Membership** details, including **membership** number and a return telephone number.
- The location of **you** and **your vehicle** and the nature of the fault.
- Registration and make and model of the **vehicle**.

If you have selected to include an excess on your membership

Any applicable excess must be paid by a credit or debit card before assistance can be arranged.

Please refer to **your Schedule of Cover** to confirm the cover **you** hold.

If you are not a member or do not have the relevant level of cover

We will happily provide assistance for faults or **Incidents** that **you** are not covered for, however, all costs and an administration fee for arranging this service must be paid by a credit or debit card prior to this service being arranged. The costs may vary due to your circumstances.

If **you** wish to use this service please call 01423 535 786 and request the "pay on use service".

Membership Types

Your Rescuemycar.com **membership** will either be a **vehicle** based **membership** or a personal based **membership**. Please refer to **your Schedule of Cover** for confirmation of the type of **membership** you hold.

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

Vehicle based memberships

Cover for the **vehicle(s)** registered with **us** no matter who is driving. Please refer to **your Schedule of Cover** to confirm the **vehicle(s)** covered under **your membership**. **We** reserve the right not to offer assistance to an unregistered Vehicle. Should **you** change **your vehicle** at any time during **your membership** **you** must inform **us** immediately.

Personal based memberships

Cover for the person(s) registered under **your** personal **membership** as a **driver** or passenger in any **vehicle**, including the **vehicle** registered with **us**. **You** must be able to produce acceptable proof of identity at the time of the claim.

If travelling with **your vehicle** outside of the United Kingdom You must have a **European** level of cover.

Please note: a breakdown **membership** is not a replacement for servicing and maintaining a **vehicle**, the **vehicle** should be properly serviced and maintained in accordance with the manufacturers' specifications. **We** may request 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 assistance provided.

Membership Period

Your Rescuemycar.com **membership** is valid for 12 months, unless otherwise specified on **your Schedule of Cover**. This will be at least 24 hours following purchase of cover.

If **you** pay for **your** annual cover under a continuous payment authority, **your** cover will be automatically renewed at the end of the **membership** year. You will always be advised of this in advance and have the opportunity to cancel **your membership** or make any amendments.

Call Out Limits

Your Rescuemycar.com **membership** covers **you** for an unlimited number of call outs.

Levels of Cover

ROADSIDE ASSISTANCE WITH LOCAL RECOVERY

What is covered

Following an **incident** occurring within the **UK** and more than a quarter mile radius from **your** registered **home** address, **we** will:

- Pay the call out fees and charges for one hour of roadside labour for a **Recovery Operator** to attend to 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** require, **we** will relay telephone messages to others and advise them of **your** predicament.

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** an additional mileage charge may be applied.

What is not covered

- **Vehicles** that are not taxed or do not hold a valid MOT certificate.
- Any request for service where remedial action has not been taken following a previous breakdown or temporary repair being made, unless in transit immediately following a temporary repair to a repairing garage.
- Where service cannot be completed because the **vehicle** does not carry a serviceable spare wheel (not applicable to motorcycles or **vehicles** which are manufactured without a spare wheel), aerosol repair kit, appropriate jack or, 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 an 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;
- Contribute towards alternative travel for **you** and **your** passengers to **your home** or original destination, whichever is closest (see General Cover Inclusions for full details);
- Or contribute towards emergency overnight accommodation for **you** and **your** passengers (see General Cover Inclusions for full details).

What is not covered

- **Vehicles** that are not taxed or do not hold a valid MOT certificate.
- Any request for service where remedial action has not been taken following a previous breakdown or temporary repair being made, unless in transit immediately following a temporary repair to a repairing garage.
- Where service cannot be completed because the **vehicle** does not carry a serviceable spare wheel (not applicable to motorcycles or **vehicles** which are manufactured without a spare wheel), aerosol repair kit, appropriate jack or, 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 or puncture.
- 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 either 'Roadside Assistance with Local Recovery', 'National Recovery' or 'European Recovery', **you** can opt to include **Home** Assistance. If **you** purchase this extension **you** will be covered if:

The **incident** occurred and is reported when the **vehicle** is at the registered **home** address or within a quarter mile radius of the registered **home** address. If **we** are unable to repair **your vehicle** we will recover it to a **local garage**.

EUROPEAN RECOVERY

What is covered

Includes all of the same benefits as 'National Recovery' whilst in the **UK**, plus the following cover in **Europe**:

- **We** will provide service in **Europe** where the maximum duration of any single trip does not exceed 31 days and **your vehicle** is not outside the **UK** for a total period of more than 90 days in any **membership** year.
- **We** will pay the call out fees and charges for one hours roadside labour for a **Recovery Operator** to attend the scene of the **incident** to either:
 - Complete a temporary repair to the vehicle
 - Or, if in the **Recovery Operator's** opinion, a temporary repair is not possible, **we** will arrange and pay the costs of transportation of up to 7 passengers, including the **driver**, to be recovered to a single destination within 10 miles of the **incident**.
- If the **vehicle** cannot be repaired within 48 hours or any other time that **we** can agree, **we** will arrange for **your vehicle** and up to 7 passengers, including the **driver** to be transported either to **your home** or original destination.
- If **your vehicle** requires storage following an **incident** in **Europe**, if agreed **we** will pay the storage costs.
- If **you** arrive at a motorail or ferry departure point too late to commence the booked journey due to an **incident** on the outward or return journey to or from the **UK**, providing **you** would have been on time if the **incident** had not occurred, **we** will pay the replacement cost of the first missed connection up to £250.

This is offered on a pay and then claim basis. **You** will need to provide proof of the original and replacement booking.

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. This is offered on a pay and then claim basis.
- Service where repatriation costs exceed the **market value** of the **vehicle**.
- Repatriation to the **UK** within 48 hours of the original **incident**, regardless of ferry/ motorail bookings or pre-arranged appointments **you** have made within the **UK**.
- Repatriation if the **vehicle** can be repaired but **you** do not have adequate funds to pay.
- All things excluded under 'National Recovery'.

General Cover Inclusions

ALTERNATIVE TRAVEL – FOR BREAKDOWNS IN THE UK

What is covered

If **we** agree it is necessary to provide alternative travel **we** will:

- Pay up to £250 towards the cost of alternative transport or car hire for up to 7 passengers, including the **driver**, to continue **your** journey.

Please note: This service is offered for National Recovery in the **UK**. Car hire is subject to availability and the suppliers Terms and Conditions. It may be provided on a pay and claim basis.

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 but not limited to: roof racks and tow bars.

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 but not limited to:

- 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 suppliers required age limitations.
- The excess payable under any insurance for the hire car.

EMERGENCY OVERNIGHT ACCOMMODATION – FOR BREAKDOWNS IN THE UK

What is covered

If **we** agree it is necessary to provide alternative accommodation **we** will:

- Pay up to £150 per passenger (including the **driver**).
- Pay up to a maximum of £500 per incident.

Please note: this service is offered on a pay and then claim basis 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 claim) and where **we** have agreed it was necessary to offer this service. The maximum payment per **incident** will be £500.

What is not covered

- Overnight accommodation if repairs can be carried out at or near the scene of the **incident**.
- The cost of food, drinks, telephone calls or other incidentals.

ACCIDENT ASSISTANCE – FOR BREAKDOWNS IN THE UK

In the event of a non-fault road traffic accident within the **UK** and within the **membership period**, **we** may be able to assist in arranging a hire **vehicle** and the recovery of any uninsured losses via **our** chosen panel of specialist representatives or solicitors.

We can assist **you** in pursuing a claim against the third party for:

- Damage caused to **your vehicle**.
- Claims for injury or death.
- Claims for uninsured losses. (E.g. policy excesses, loss of earnings, travel expenses.)
- **Vehicle** repairs.

CARAVANS AND TRAILERS – FOR BREAKDOWNS IN THE UK AND EUROPE

If **your vehicle** breaks down and **your** caravan or trailer is attached, providing the caravan or trailer is fitted with a standard towing hitch and does not exceed 7 metres in length, **your** caravan or trailer will be recovered to the same destination as **your vehicle** at no extra cost to **you**.

What is not covered

- Breakdowns or accidents to the caravan or trailer itself.

MISFUELLING – FOR INCIDENTS IN THE UK

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

A **membership** excess is not applicable for a misfuelling **incident**.

General Cover Terms

Applying to all sections

1. **We** will provide cover if:
 - a) **You** have met all the Terms and Conditions within this booklet.
 - b) The information provided to **us**, as far as **you** are aware, is correct.
2. Cover commences at least 24 hours after purchase and is then limited to local recovery (10 miles) for any claims made in the following 24 hours. An additional charge of £40 is payable for a claim made within this period.
3. Where safe to do so, the **driver** of the **vehicle** must remain with or near the **vehicle** until help arrives.
4. Any applicable **membership** excess must be paid in advance of assistance being provided.
5. 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.
6. Any repairs completed at the roadside, including boost starts, are classed as temporary repairs.
7. In the case of punctures or damage to wheels, if **we** are unable to repair or replace the tyre and/or wheel at the roadside **you** will be recovered within 10 miles only.
8. If **we** are able to carry out a temporary repair at the roadside, **you** must accept the assistance being provided and immediately pay the **Recovery Operator** for any parts supplied and fitted by credit or debit card.
9. 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.
10. If **you** cancel a callout when a **Recovery Operator** has already been dispatched, **we** may not refund any monies **you** have paid (including but not limited to **your membership** excess if applicable) towards arranging assistance. If the Vehicle breaks down again, **you** may be charged for the second and any subsequent call outs.
11. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
12. In the event **you** use the service and the fault is subsequently found not to be covered by the **membership** **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the service not covered.
13. The repair must be carried out if the **vehicle** is recovered to a garage and

- the garage can repair the **vehicle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be denied.
14. **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **you** do not have funds available, any further service related to the claim will be denied.
 15. **We** reserve the right to 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** shall co-operate with **us** to recover any costs incurred by **us**.
 17. If **you** are covered by any other contract or **membership** for any costs incurred by **us**, **you** will be required to reimburse **us** within 14 days of **our** request to **you** for any costs **we** have paid out.
 18. If **you** have a road traffic accident **you** must provide **us** with **your** insurance company details when requested. **We** reserve the right to claim back any cost that may be recovered through **your** insurance.
 19. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided.
 20. **You** will be required to reimburse **us** within 14 days of **our** request to **you** any costs **we** have paid out on **your** behalf which are not covered under the terms of **your membership**.
 21. If the cost of recovery to **your home** or onward destination exceeds the **market value** of the **vehicle**, **we** reserve the right to 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 membership does not cover:

1. If the **vehicle** is deemed to be illegal, untaxed, has no valid MOT, not covered, un-roadworthy or dangerous to transport.
2. Service where a breakdown has occurred within 24 hours of the purchase of the policy.
3. The first £40 of any claim made within 48 hours of cover being purchased.
4. If applicable, the **membership** excess as shown on **your Schedule of Cover**.
5. Any liability for the diagnosis of a fault, or cause of a breakdown by **our Recovery Operators**.
6. Any costs or expenses not authorised by **us**, including storage charges within the **UK**.

7. Any winching costs or the use of specialist recovery equipment including; winches, cranes, dollies and skates.
8. Any request for service if the **vehicle** cannot be reached or is immobilised due to snow, mud, sand or water or where the **vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
9. 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.
10. Any cover which is not specifically detailed within this document.
11. Any request for service when the keys for the **vehicle** have been stolen or are believed to have been stolen.
12. Claims not notified and authorised prior to expenses being incurred.
13. The charges of any other company, including police recovery, except those authorised by **us**.
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 one year.
18. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
19. Faults with the covered **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 including 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, sun roofs, 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 impede **our** ability to assist in the normal roadside repair or recovery of **your vehicle**, unless declared and agreed with **us** prior to taking the cover and declared at the time of notifying an **incident**.
25. Any false or fraudulent claims (We retain the right to prosecute and or report any fraudulent activity to the police).
 26. Minibuses or limousines unless an additional premium has been agreed and paid.
 27. Failure to comply with requests by **us** or Our **Recovery Operators** 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 covered **vehicle** within the **UK**.
 32. Any cost that would have been incurred if no claim had arisen.
 33. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.

Our Rights to Refuse Cover

We reserve the right to refuse to provide service:

1. Where remedial action has not been taken following a previous breakdown or temporary repair being made, unless in transit immediately following a temporary repair to a repairing garage.
2. If **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to us or **our Recovery Operators**.
3. If **you** have an outstanding debt with **us**.
4. If, in **our** opinion, the **vehicle** is found to be un-roadworthy due to lack of maintenance, unless servicing records can be provided.
5. Where the **vehicle** is fitted with Run Flat Tyres and **you** do not drive immediately to the nearest garage able to complete repairs.

Membership Cancellation

Your membership has a cooling off period of 14 days from the start date. If **you** wish to cancel **your membership** **we** will provide a refund of the premium paid minus a cancellation fee. If **you** have made a claim within this 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 **membership** start date **we** will provide a refund of the premium paid minus a cancellation fee.

If cancelled after the **membership** start date no refund is payable.

To cancel **your** cover please call Customer Services on 01423 535 795.

The cover is not transferable to any other person.

We reserve the right to cancel **your** cover by sending 7 days written notice.

Payment for Our Services

Transaction type	Charge
Cancellations – within the first 14 days	£5
Mid-term amendments	£5

Changes to Your Membership

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

We reserve the right to make changes to **your membership**. Advance notification of at least 30 days will be sent for any significant changes.

Renewal

We will notify **you** of **your** pending renewal up to 21 days prior to the end of **your** current **membership period**, confirming the premium and the Terms and Conditions applicable to the next **membership period**.

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

You must notify **us** at least 7 days prior to renewal if **you** do not want to renew on this basis.

We reserve the right not to offer renewal of this **membership**.

Change of Vehicle

This **membership** only covers the **vehicle(s)** registered with **us** unless **you** have opted for personal **membership**. **You** must notify **us** immediately if **you** change **your vehicle(s)** by calling **us** on 01423 535 795.

If **you** do not notify us of the new **vehicle** details, **we** will not be able to provide **you** with assistance.

Please note that a change of **vehicle** will commence a minimum of 24 hours after **you** have notified **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
4th Floor Clarendon House
Harrogate HG1 1JD

If **your** complaint is about AmTrust Europe Ltd or the **European** Recovery terms and conditions, **we** may refer **your** complaint to AmTrust Europe Ltd.

We will contact **you** within three days of receiving your complaint to confirm what action **we** are taking. **We** will try to resolve the problem and give **you** an answer within four weeks. If it takes **us** longer than four weeks **we** will tell **you** when **you** can expect an answer.

Financial Ombudsman Service

If **you** have **European** Recovery and at any stage, **you** may have the right to contact the Financial Ombudsman Service who can review complaints from eligible complainants.

Further information can be found at

Website: www.financial-ombudsman.org.uk
Phone: 0800 023 4567 or
0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Post: Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Financial Services

Compensation Scheme

AmTrust Europe Ltd is a member of the Financial Services Compensation Scheme.

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover can be found at www.fscs.org.uk or by calling them on 0800 678 1100.

Privacy and Data Protection Notice

Data Protection

We 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 Plc and AmTrust Europe Ltd (the Insurer). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** websites at www.rescuemycar.com and www.amtrusteurope.com.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us 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 **our** notice.

How we use your personal data and who we share it with

We may use the personal data **we** hold 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** or which **we** feel may interest **you**. **We** will also use **your** data to safe-guard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

Disclosure of your personal data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, 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** collect from you may be transferred to, processed and stored at, a destination outside the European Economic Area (“EEA”). Amtrust Europe Ltd currently transfer personal data outside the EEA to the USA and Israel. Where **we** transfer **your** personal data outside of the EEA, **we** 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** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** 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** 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** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning **our** 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, AmTrust Europe Limited and anybody appointed by **us** or them for the purposes of administering **your membership** or a claim. It may be disclosed to AmTrust Group companies in the USA and outside of the European Union, reinsurers and to regulatory authorities for the purposes of monitoring.

Where this happens **we** will ensure that anyone to whom **we** send **your** information agrees to treat it with the same level of protection as if **we** were dealing with it.

In giving **us** information about another person, **you** confirm that they have given **you** permission to give the information to **us** and that **we** may process it (including any sensitive data) for the purposes as set out in these notices.

We 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** or if **you** make a claim and the information shared with anyone acting on **our** 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 4th Floor Clarendon House, Harrogate, North Yorkshire HG1 1JD.

INFORMATION ON PRODUCTS AND SERVICES

If **you** have confirmed 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 and will depend on your chosen preference. Please be reassured that **we** will not make **your** personal details available to any companies other than those that are contracted by **us** to provide services relating to **your membership** with **us**. If **you** would prefer not to receive information from **us** or wish to change your contact preferences, please contact **us**.

CREDIT SEARCHES

To help **us** to prevent fraud and to check **your** identity, **we** may search files made available to **us** by credit reference agencies, who may keep a record of that search.

TELEPHONE RECORDING

For **our** joint protection telephone calls may be recorded and monitored by **us** and **our** service providers.

CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATIONS) ACT 2012

If **you** have purchased a **European membership** **you** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions **you** were asked at the time of insuring with **us**. It is important that **you** check **your** records for the information **you** have provided and notify **us** immediately of any changes to these details. Failure to provide accurate and complete information to the best of **your** knowledge may result in increased premiums, refusal of a claim or **your membership** being cancelled. You are required to update **us** with any changes to the information **you** provided at the time **you** asked **us** to insure **you**. When **you** tell **us** about these changes **we** may adjust the premium. If **you** do not tell **us** about these changes, this may result in refusal of a claim or **your membership** being cancelled.

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** furnish **us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

OTHER INSURERS

We may pass information about **you** and this **membership** to other insurance companies with which **we** either reinsure **our** business or who are dealing with a claim made under this **membership**. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, We will make sure they comply with the same standards of data security as though they were located inside the EEA.

OUR SERVICE COMMITMENT

If **you** have any suggestions or comments about how **we** or **our** service providers can improve **our** cover or the service **we/they** have provided please write to **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.

‘United Kingdom (UK)’

Great Britain, Northern Ireland, the Isle of Man (and, for residents of the Channel Islands only, the Channel Islands).

‘Home’

The **UK** address that **we** have registered as the **home** address of the **member** at the time of the relevant **incident**.

‘Incident’

Mechanical or electrical failure, running out of fuel or charge, flat battery, accidental damage to tyres, lost or broken keys or keys locked within the covered **vehicle** that, if in **our** opinion, prevents **you** from safely or legally driving **your vehicle**.

Within the **UK** only: misfuelling, accident damage, vandalism, fire, theft or attempted theft with recovery up to a maximum of 10 miles of the **incident**.

‘Local Garage’

A garage or dealership within 10 miles of the place of the **incident**.

‘Market Value’

The amount that the market would pay for the **vehicle**. The **market value** of the **vehicle** includes factors such as age, make, model, miles travelled and general condition of the **vehicle**. **We** may use recognised industry publications, such as Glasses Guide, Parkers, and Auto Trader to assist **us** in calculating this amount.

‘Membership or Member’

If **you** have purchased a **UK membership**: the service is provided by Rescuemycar.com.

If **you** have purchased a **European membership**: the insurance cover is underwritten by AmTrust Europe Limited.

‘Membership Period’

Cover commences on the **membership** inception 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.

‘Rescuemycar.com or We or Us or Our’

If **you** have purchased a **UK membership**: Rescuemycar.com is a trading name of NCI Consultants Ltd, an Appointed Representative of Jigsaw Insurance Services Plc, which is authorised and regulated by the Financial Conduct Authority (Firm Reference 307654).

If **you** have purchased a **European membership**: Rescuemycar.com who has placed this insurance with AmTrust Europe Limited, acting on **your** behalf as **your** agent and through whom all matters concerning **your** insurance are handled.

‘Schedule of Cover’

Details of the specified **vehicle(s)**, **member(s)**, **membership period**, level and type of cover.

‘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.

‘You or Your or Driver or Member’

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

For Vehicle Membership, the **member** or any person who is travelling with, and who requests assistance for the **vehicle** that is registered under the **membership**.

Service Providers and Insurance Undertaking

Operating on behalf of the brand Rescuemycar.com, this service is provided by Vehicle Rescue Network Limited, 4th Floor, Clarendon House, Harrogate HG1 1JD. Registered company number 06700278.

Vehicle Rescue Network Limited is an Appoint Representative of Jigsaw Insurance Services Plc, which is authorised and regulated by the Financial Conduct Authority (Firm Reference 307654).

Our UK memberships are provided by Rescuemycar.com. Pursuant with Article 12 of the Financial Services and Markets Act 2000 (regulated Activities) Order 2001, **UK** breakdown cover operates outside the scope of the Financial Conduct Authority (FCA).

Our European memberships are underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham NG1 6FG. Registered Number: 1229676. AmTrust Europe 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.

Unless agreed otherwise, this policy 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

