

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 upon which **your membership** is based, 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.

Contents

Important Information 3

Membership Types 4

Membership Period 4

Call Out Limits 4

Levels of Cover 5

 Roadside Assistance with Local Recovery 5

 National Recovery 6

 At Home Assistance 6

 European Recovery 7

General Cover 8

 Alternative Travel 8

 Emergency Overnight Accommodation 8

 Accident Assistance 9

 Caravan and Trailers 9

 Misfuelling 9

General Cover Terms 10

General Cover Exclusions 11

Our Rights to Refuse Cover 14

Membership Cancellation 14

Payment for Our Services 14

Changes to Your membership 14

Renewal 14

Change of Vehicle 15

Making a Complaint 15

Financial Ombudsman Service 15

Financial Services Compensation Scheme 15

Privacy and Data Protection Notice 16

Giving us all the important information 18

Fraud Prevention and Detection 18

Our Service Commitment 19

Definitions 20

Service Providers and Insurance Undertaking 22

Membership Terms & Conditions

Important Information

IF YOU REQUIRE BREAKDOWN ASSISTANCE

If **you** breakdown in 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 **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 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 -

- **Your membership** details, including **your membership** 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 commences 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.

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 if an excess applies.

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 for arranging this service must be paid by a credit or debit card prior to this 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 **United Kingdom** and where specified, **Europe**.

Vehicle based memberships

Cover is provided 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 is provided 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 **UK**, **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 manufacturer's 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 from the start date shown on **your Schedule of Cover**, unless a different period is specified on **your Schedule of Cover**. The start date 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.

Please see the Membership Cancellation section on page 14 for full details.

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 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 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 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 for full details); or
- Contribute towards emergency overnight accommodation for **you** and **your** passengers (see General Cover 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 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 either 'Roadside Assistance with Local Recovery', 'National Recovery' or 'European Recovery', **you** can opt to include 'At **Home** Assistance'. If **you** purchase this extension **you** will be covered 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** 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 (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 **membership** period.
- **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 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 **your** original destination.
- If **your vehicle** requires storage following an **incident** in **Europe**, **we** will if **we** agree, 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. For recoveries of this nature claims are paid 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

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 supplier's Terms and Conditions. It may be provided on a 'pay and then 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 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 – 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**) subject to an overall 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 the 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 a 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 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.

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 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 **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** will 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. Any **incident** 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 this cover.
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. An **incident** or fault to **your vehicle** that occurred prior to the commencement of **your** cover.
6. Any liability for the diagnosis of a fault, or cause of a breakdown by **our Recovery Operators**.
7. Any costs or expenses not authorised by **us**, including storage charges within the **UK**.

8. Any winching costs or the use of specialist recovery equipment including; winches, cranes, dollies and skates.
9. 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.
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. Any request for service when the keys for the **vehicle** have been stolen or are believed to have been stolen.
13. Claims not notified to **us** and authorised prior to expenses being incurred.
14. The charges of any other company, including police recovery, except those authorised by **us**.
15. 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.
16. Fines and penalties imposed by courts.
17. Any charges where **you**, having contacted **us**, arrange recovery or repairs by other means unless **we** have agreed to reimburse **you**.
18. Claims totalling more than £10,000 in any **membership period**.
19. A request for service following any intentional or wilful damage caused by **you to your vehicle**.
20. Faults with the **vehicle** that do not prevent the **vehicle** from being safely and legally driven.
21. **Incidents** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
22. Any request for service where the **vehicle** is overloaded or carrying more passengers than it is designed to carry.
23. 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.
24. **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.
25. 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**.
26. Any false or fraudulent claims.
 27. Minibuses or limousines unless an additional premium has been agreed and paid.
 28. Failure to comply with requests by **us** or the **Recovery Operator** concerning the assistance being provided.
 29. Recovery of the **vehicle to your home** once it has been repaired.
 30. Any claims relating to windscreen, rear or side window damage including cracks, chips or breakages.
 31. Any fault caused by frozen liquids in pipes or tubes or frozen locks caused by very low temperatures.
 32. Toll and sea transit charges for the **vehicle** within the **UK**.
 33. Any cost that would have been incurred if no claim had arisen.
 34. 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.
35. **We** will not provide assistance or pay for any loss, damage, liability or expense, directly or indirectly caused by or contributed to, or arising from one single event where the use or operation of any system, software, malicious code, virus, process or any other electronic system, intended to inflict harm, impacts **your vehicle** and other vehicles simultaneously.

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 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 the **Recovery Operator**.
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 **membership** start date. If **you** wish to cancel **your membership** during this period **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. If **you** cancel after the cooling off period, no refund of premium will be paid.

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 contact Customer Services:

Phone: 01423 535 795
 Email: customerservice@rescuemycar.com
 Website: www.rescuemycar.com
 Post: Rescuemycar.com
 4th Floor, Clarendon House, Victoria Avenue, Harrogate HG1 1JD

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
Policy Renewal Fee (maximum)	£7.60
New Business Fee (maximum)	£5.60
Mid-term amendments	£5

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your arrangements are concluded

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.

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: 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

(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, Micheldean GL17 1DY

Privacy and Data Protection Notice

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 Plc and AmTrust Europe Ltd (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.amtrusteurope.com.

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/the insurer** 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 safe-guard 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, 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/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 Europe Ltd 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 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**/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 4th Floor Clarendon House, Harrogate, North Yorkshire HG1 1JD.

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 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.

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** furnish **us** with 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 **membership** 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 **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.

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 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 **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**.

‘Insurer’

Amtrust Europe Limited (for European Recovery **memberships**)

‘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 starts on the **membership** 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)**, **membership period**, level and type of cover.

‘UK or United Kingdom’

Great Britain and Northern Ireland.

‘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:

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.

‘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 Ltd.

UK memberships are provided by Rescuemycar.com, a brand of NCI Consultants Ltd.

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).

Vehicle Rescue Network Limited and NCI Consultants Ltd are Appointed Representatives of Jigsaw Insurance Services Plc, 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).

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.

Certification of Cover

These Terms and Conditions and **your Schedule of Cover** are issued to you by NCI Consultants Ltd in its capacity as agent of Amtrust Europe Ltd under contract reference SRWW004122. 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.

Signed by



Neil Richards-Smith

Authorised signatory of NCI Consultants Ltd

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

