



# **MOTOR BREAKDOWN INSURANCE POLICY**

**Your policy Terms and Conditions**

**Claims Helpline - 0800 0851550**



**ASSISTANCE**

**redefining / service**

## Motoring Assistance Cover

This policy is administered by AXA Assistance.

This policy is underwritten by Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

AXA Assistance operates the 24-hour motoring assistance helpline. This insurance is effected in England and is subject to the Laws of England and Wales. AXA Assistance (UK) Ltd is authorised and regulated by the FSA, registration number 439069.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK, an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London E14 5HS. Information can be obtained either by phoning to their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: [www.fsa.gov.UK](http://www.fsa.gov.UK). This document sets out the terms and conditions of your cover and it is important that you read it carefully.

Each section of cover confirms what is and is not covered. There are also general exclusions that apply to all sections of cover and general conditions that you must comply with for the policy to operate. If you find that the cover does not meet your needs, contact AXA Assistance within 14 days of receipt of this document who will arrange to cancel your policy.

### Meaning of words

Wherever the following words and phrases appear in bold in this document and in the Motoring Assistance Schedule they will always have these meanings:

#### 1. We/Us/Our

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Registered No: FC008998.

#### 2. You/Your/Driver

The policyholder or any person driving with your permission, and/or any passenger in the insured vehicle (maximum 7 people including the driver).

#### 3. Vehicle

Vehicle means the private car or motorcycle which is under 16 years of age, does not exceed 3,500 kg in gross weight, 5.1m in length, 1.95m in height and 2.1m in width, insured under your policy, as shown on the Motoring Assistance Schedule, details of which have been provided to Inter Partner Assistance SA and for which, the appropriate premium has been paid and received by Inter Partner Assistance SA.

If your vehicle breaks down whilst towing a caravan or trailer we will recover your vehicle together with caravan or trailer providing they do not exceed the following dimensions: 8m in length, 3m in height and 2.25m in width. You must carry a serviceable spare tyre and wheel for your vehicle, caravan or trailer, if it is designed to carry one.

#### 4. Your Home

The UK address last notified to AXA Assistance as your permanent residence or place where your vehicle is normally kept.

#### 5. Breakdown

Immobilisation of the vehicle as a result of mechanical breakdown, accident, act of vandalism, fire or attempted/recovered theft, flat tyre, lack of fuel, flat battery, occurring within the UK (or Western European territorial limits if the appropriate premium has been paid) during the period of cover.

#### 6. UK

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

#### 7. Period of Cover

The period to which the insurance applies and is stated on your Motoring Assistance Schedule

#### 8. AXA Assistance

AXA Assistance (UK) Limited, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Company number 02638890

The cover detailed under each section will only apply if it is shown on your current Motoring Assistance Schedule. Cover is subject to the General Conditions and General Exclusions detailed in sections E and F

### HOW TO CLAIM

#### How to claim in the UK

To obtain emergency assistance contact:

UK Emergency Assistance No.  
0800 0851550

NOTE MOBILE PHONES MAY INCUR A CHARGE AND IT MAY BE NECESSARY TO PREFIX \* BEFORE 0870

You should have the following information available upon request:

- The vehicle's registration number
- Your name and home postcode
- Your Policy Number
- The make and model of the vehicle
- The colour of the vehicle
- The location of the vehicle
- An indication as to the nature of the problem

In the event of a breakdown on the motorway, proceed to the nearest SOS Emergency Telephone Box. Ask the Police to contact the 24-Hour EMERGENCY Helpline on the above number. Be prepared to provide the additional information together with the number of the SOS Emergency Telephone Box.

#### How to Claim under European Assistance

To obtain emergency assistance contact the 24 Hour Emergency on the numbers below:

European Breakdown Assistance No.  
Tel +44 1737 815128  
Dialling from UK  
Tel 0800 0851550  
General Information

You should have the following information available upon request:

- Your full name and UK address
- The address and phone number abroad
- Your Policy and Validation Certificate
- Dates of travel abroad stated on your Validation Certificate
- Intended date of return home

For accident or breakdown

- Your vehicle's make and model and registration number
- The date, time and place of the incident (and vehicle's location now)
- Brief details of the circumstances of
  - a. the accident damage and any injury, or
  - b. the theft of your vehicle, or
  - c. the breakdown.

## ASSISTANCE ON MOTORWAYS

On many European motorways or Autoroutes, particularly in France, if you break down the emergency telephones will be answered by the police. They will arrange for a recovery vehicle to tow you and your vehicle off the motorway either to a local garage or perhaps to a motorway service station, without reference to AXA Assistance. You may be required to pay for this assistance on the spot, in which case obtain and keep a receipt and we will reimburse you. Alternatively, once you and your vehicle are towed to a place of safety call AXA Assistance and the recovery agent may accept our guarantee of payment. At this stage AXA Assistance will also arrange any other assistance you may require.

Only by calling the Emergency Helpline numbers, will you be able to claim for the services provided.

## BREAKDOWN IN THE UK

### Section A - Roadside assistance in the UK

What is covered:

1. If your vehicle is immobilised as a result of a breakdown, we will arrange and pay for a vehicle rescue operator to come to the place of the breakdown for up to one hour in order to try and restore the vehicle's mobility.
2. If your vehicle cannot be made roadworthy at the place of breakdown, we will arrange and pay for your vehicle together with the driver and up to six passengers to be taken to a suitable local garage normally within 15 miles, for it to be repaired at your cost.

What is not covered:

1. Anything mentioned in the general exclusions.

### Section B - Nationwide Recovery in the UK

The cover in this section will only apply if it is shown on your current Motoring Assistance Schedule.

What is covered:

If your vehicle cannot be made roadworthy at the place of the breakdown, and cannot be repaired the same day at a suitable local garage, we will arrange and pay for any one of the following:

1. Nationwide Recovery Service

For your vehicle together with the driver and up to six passengers to be taken to your intended destination or home anywhere in the UK and then at your request, for your vehicle to be taken to a garage of your choice within 15 miles during one complete journey, for it to be repaired at your cost.

2. Overnight Accommodation

Bed and breakfast expenses for one night only, limited to a maximum of £40 per person (£160 for your whole party).

3. 24 Hour UK Hire Vehicle

A hire vehicle of up to 1100cc for a period not exceeding 24 Hours. You will be responsible for the return of the hire vehicle and the collection of your repaired vehicle.

Please note: We will choose the most appropriate solution from one of the above options.

4. Emergency Driver within the UK

If, during the journey, the driver suffers accidental bodily injury or illness, which means that he or she cannot drive and there is no one else, able or qualified to drive the vehicle, we will provide, and pay for, a driver to complete the journey or return the vehicle and passengers to the intended destination. You will need to provide some form of medical certification before we provide this benefit.

What is not covered:

1. Anything mentioned in the general exclusions.

### Section C - Home recovery in the UK

The cover in this section will only apply if it is shown on your current Motoring Assistance Schedule.

What is covered:

1. In the event that your vehicle is immobilised as a result of a breakdown, at or within a one mile radius of your home, we will arrange and pay for a vehicle rescue operator to come to the place of breakdown for up to one hour in order to try and restore the vehicle's mobility.
2. If your vehicle cannot be made roadworthy at the place of breakdown, we will arrange and pay for your vehicle together with the driver and up to six passengers to be taken to a suitable garage normally within 15 miles, for it to be repaired at your cost.

What is not covered:

1. Anything mentioned in the general exclusions.

### Section D - European Assistance

The cover in this section will only apply if it is shown on your current Motoring Assistance Schedule.

In addition to those detailed in the UK section, wherever the following words and phrases appear in bold in this document and Motoring Assistance Schedule they will always have these meanings:

**Journey**

A return trip in your vehicle between your home in the UK and your destination abroad, within the territorial limits, which does not exceed 31 consecutive days, or no more than 90 days in total during the period of cover.

Unless otherwise stated cover in section D only applies in the European countries listed below:

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Malta, the Republic of Cyprus, the Vatican City, and dependent Islands, within the geographical area of Europe, of the aforementioned countries.

**D1) Before travel abroad starts**

The benefits shown under section D4 below also apply in the UK providing that the breakdown happens during your journey.

## D2) Roadside Assistance & Towing

What is covered:

1. In the event that your vehicle is immobilised as a result of a breakdown, we will arrange and pay for a vehicle rescue operator to come to the place of breakdown for up to one hour in order to try and restore the vehicle's mobility.
2. If your vehicle cannot be made roadworthy at the place of breakdown, we will arrange and pay for your vehicle together with the driver and up to six passengers to be taken to a suitable garage, for it to be repaired at your cost.
3. Labour charges and/or replacement parts up to £200 for immediate emergency repairs which are necessary to make your vehicle secure following the theft or attempted theft of the vehicle or its contents.

What is not covered:

1. The cost of paint work and other cosmetic items.
2. Any amounts for making the vehicle secure once you have returned to the UK.
3. Anything mentioned in the general exclusions.

## D3) Delivering replacement parts

What is covered:

1. If replacement parts are not available locally to repair the vehicle following a breakdown we will arrange and pay to have them delivered to you or an agreed location as quickly as reasonably possible.

What is not covered:

1. The actual cost of replacement parts and any customs duty. This must be paid to us using a credit or charge card, or at our discretion, any other payment method.
2. Any amount if the replacement parts can be obtained locally.
3. Anything mentioned in the general exclusions.

## D4) Loss of use of your vehicle

What is covered:

If during your journey your vehicle is immobilised or made unroadworthy as a result of a breakdown and will take at least 8 hours to repair, or has been stolen and not recovered within 8 hours, we will arrange and pay for any one of the following:

1. To transport you, your passengers and luggage to your intended destination, and then return you to your vehicle once it has been repaired, or, for a driver to bring your vehicle to your holiday location once it has been repaired.
2. The cost of hiring an alternative car while your vehicle is being repaired up to £70 per day and £750 in total.
3. Bed and Breakfast expenses up to £30 per person per day (£500 in total for your whole party) while your vehicle is being repaired, provided your original accommodation has been pre-paid and you can't get your money back.

Please note: We will choose the most appropriate solution from one of the above options.

What is not covered:

1. The cost of fuel or lubricants you use in the hire vehicle.
2. Anything mentioned in the general exclusions

## D5) If you become ill or injured and can't drive

What is covered:

1. As long as you have medical proof that you can't drive, and no one else in your party can drive you home, we will pay for a qualified driver to bring you, your passengers and your vehicle home.

What is not covered:

1. Anything mentioned in the general exclusions.

## D6) If you can't use your own vehicle to get home

What is covered:

If following a breakdown your vehicle is still not repaired or roadworthy when it is time for you to return home, we will pay for suitable transport to get you, your passengers and your luggage home, and up to £150 towards alternative travel costs in the UK while you wait for your own vehicle. We will also pay for:

1. Transporting your vehicle to your home or your chosen repairer in the UK
2. OR the cost of a single rail/sea ticket (or an air ticket if the rail/sea trip would take more than 12 hours) for you to go and fetch your vehicle once it has been repaired or found.
3. AND any storage charges (up to a total of £100) while it is waiting for repair, collection or transportation home.

What is not covered:

1. Any costs and expenses you would have incurred anyway for travelling home.
2. Loss or damage to personal possessions left in, on or near the vehicle.
3. The return of your vehicle to the UK if we believe that the cost of doing so would be greater than the market value of your vehicle in the UK.
4. The return of your vehicle to the UK if repairs can be completed locally and you are either unable or unwilling to allow this to happen.
5. Anything mentioned in the general exclusions

## Section E - General Exclusions applying to all part of this policy

What is not covered:

1. Any breakdown that happens during the first 24 hours after cover is taken out for the first time, except for benefits shown under Section A, which are available immediately.

2. The cost of replacement fuel or for any spare parts required to restore the mobility of your vehicle or for any costs incurred as a result of the unavailability of replacement parts.
3. Labour costs of more than 1 hour for roadside assistance.
4. If we consider that a locksmith, body, glass or tyre specialist is needed, we will try to arrange these for you but you will have to pay for their services, unless your vehicle is covered under section D2,3.
5. The cost or the quality of repairs when your vehicle is repaired in any garage to which the vehicle is taken.
6. Any costs for vehicles, which have not been maintained and operated in accordance with the manufacturer's specifications.
7. Any call out or recovery costs incurred in the UK following a breakdown where the police or other emergency service insist on immediate recovery by a third party.
8. Assistance or recovery if your vehicle is partly or completely buried in snow, mud, sand or water.
9. We will not be liable for any Specialist Recovery costs incurred.
10. Damage or costs incurred as a direct result of gaining access to your vehicle following your request for assistance.
11. We will only pay costs which are incurred as a direct consequence of the event which led to the claim you are making under this policy.
12. Transportation of horses or livestock. Onward transportation of any animal in your vehicle shall be at our discretion and solely at your risk.
13. Any costs for vehicles that have broken down or are not roadworthy when cover was taken out.
14. The costs incurred in obtaining a spare wheel or tyre for roadside repair where you are unable to provide a serviceable spare wheel or tyre. Please note this exclusion does not apply if your vehicle is not designed to carry a spare wheel.
15. If your vehicle has been modified for, or is taking part in, racing, trials or rallying.
16. Any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.
17. Recovery where your vehicle is carrying more occupants than a driver and up to 6 passengers or a greater weight, than for which the vehicle was designed, or where the vehicle is being used unreasonably on unsuitable terrain.
18. Recovery or assistance where the vehicle exceeds 3,500 kg gross vehicle weight or 5.1m in length, 1.95m in height and 2.1m in width.
19. Recovery or assistance where your vehicle is being used for the carriage of people for hire or reward, unless we have agreed this with you.
20. Recovery or assistance where the vehicle is being used for the carriage of commercial goods.
21. Any claim arising from the driving of your vehicle with your consent by:
  - a. any person who you know does not have a valid UK driving licence or

b. is not keeping to the conditions of their driving licence.

22. Any claim arising from an inadequate repair or attempted repair previously carried out during the course of the same trip.
23. Recovery costs following a road traffic accident or other incident normally covered by a motor insurance policy.
24. Any loss or damage caused to your vehicle, or any loss or expense arising from or contributed to by:
  - a. Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - b. The radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
25. Loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
26. Any loss or damage caused by riot or civil commotion that happens outside the UK
27. Mobile phone and telephone call costs are not covered under your policy in any circumstances.

## Section F - GENERAL CONDITIONS applying to all part of this policy

1. Your vehicle must be permanently registered in the UK and if appropriate have a current MOT certificate. It shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacturer's specifications. It must be under 16 years old since first registration.
2. If we arrange for temporary roadside repairs to be carried out following damage to your vehicle, or we provide recovery to your nominated destination, we shall not be liable to provide further assistance in respect of the same incident or insured event.
3. No benefit shall be payable unless you contact us via the emergency telephone numbers provided. You must not seek to contact any agent or repairer direct.
4. You are responsible for the safety of your vehicle and its contents and, unless incapacitated, or by arrangement with us or our agent, you must be in attendance at your vehicle at the estimated time we advise that assistance can be expected.
5. Your policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of Inter Partner Assistance SA.
6. You will have to pay the cost for the recovery or repair vehicle coming out to you if, after requesting assistance to which you are entitled, your vehicle is moved, recovered or repaired by any other means.
7. You will have to pay any toll or ferry fees incurred by the driver of the recovery vehicle.
8. We are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on your instructions or the instructions of any person acting on your behalf.

9. We shall be entitled to request all reasonable assistance from you to conduct proceedings in your name for Inter Partner Assistance SA's benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any cover provided by this insurance.

10. You shall carry a serviceable spare tyre and wheel for your vehicle and any attached caravan or trailer. Please note this exclusion does not apply if your vehicle is not designed to carry a spare wheel.

11. We reserve the right to nominate a suitable garage equipped to undertake repair, at your expense, rather than recover an immobilised vehicle, where effective repairs can be completed within 8 Hours.

12. If we arrange for temporary roadside repairs to be carried out to your vehicle, you are required to then immediately arrange for any permanent repair that may be necessary.

13. If your vehicle needs to be taken to a garage after a breakdown, it must be in an easily accessible position for a recovery vehicle to load. If this is not the case you will have to pay an emergency recovery fee.

14. You will have to pay for parts, components or other products used in the repair of your vehicle.

15. We will not arrange for assistance where your vehicle is considered to be dangerous or illegal to repair or transport.

16. Inter Partner Assistance SA shall not be responsible for more than two claims made against the Service during any 12 month period which arise from a common identified fault; and no more than four in any 12 month period.

17. If you are covered for breakdown by any other insurance policy or warranty you must tell us.

18. Should you be unwilling to accept our decision or that of our agents on the most suitable form of assistance to be provided, we will pay not more than £100 for any one breakdown towards your preferred form of assistance.

19. We cannot guarantee that hire cars will always be available and we are not responsible if they are not available. We will do our best to arrange a vehicle of equivalent size but no guarantee can be given that there will be tow bars, bike racks, roof boxes, or other accessories included. Hire cars are provided subject to you meeting the conditions of the hirer. In most parts of Europe, hire cars are not permitted to cross national frontiers or to be brought back to the UK.

20. The parties to this insurance are you and us and any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance policy but this does not affect any right or remedy of a third party that exist or is available apart from that Act.

21. Any reduction in cover will only be allowed at renewal of the cover.

22. AXA Assistance may cancel this policy by giving you fourteen days notice by recorded delivery to your last known UK address.

23. If you upgrade your membership during the membership year you must pay the full annual fee for the extra services. There are no pro rata rates for upgrading.

24. You have the right to cancel your membership within a 14 day cooling off period commencing either from the agreement of the contract (which is the renewal date for renewal policies) or the receipt of your documents, whichever happens later. If a claim has been made or you cancel your policy after 14 days, no part of your premium will be refunded or returned to you.

## Automatic Renewal

Your cover will automatically renew every year. You will be sent a renewal reminder about 28 days before your cover expires to advise you of the cost of your breakdown cover; including any changes to the policy that will take effect, at renewal. The same payment details given for the previous payment will be used unless you tell us otherwise. If you do not want to renew, or wish to change any of your details please notify us at least 15 days prior to your renewal.

## Our Promise of Service

We make every effort to provide you with the highest standards of service. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

## Complaints Procedure

You can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR or telephone 0870 609 0023. A copy of our internal complaint procedure is available upon request.

If it is impossible to reach an agreement you have the right to make an appeal to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR or telephone 0845 080 1800.

The existence of these procedures does not affect your right to take legal proceedings.

In addition Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms. Further information can be obtained from the website [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Act

Details of you, your insurance cover and claims will be held by us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Under the Data Protection Act you have the right to ask for a copy of your personal information. The fee for this is currently £10. We must provide you with this information within 40 days of receiving your written request and fee. If you would like a copy of the personal information that we hold on you, please write to:

The Data Protection Manager  
Inter Partner Assistance SA  
The Quadrangle  
106/118 Station Road  
Redhill  
Surrey  
RH1 1PR