# halfords Breakdown Cover



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# Welcome

Thank **you** for purchasing **your** Motor **Breakdown** insurance from www. halfordsbreakdowncover.com which is provided by Call Assist. As Call Assist is the largest truly independent Motor **breakdown** provider in the UK, **you** can therefore be assured **you** are in safe hands should your **vehicle** suffer a **breakdown**. **We** provide a 24 hour, 365 day a year service through **our** network of **recovery operators** throughout the UK and Europe.

Please check your policy schedule to ensure you have the level of cover you need and read the following to help you use the service.



# 1. WHAT TO DO IF YOU BREAK DOWN

If the vehicle/pedal cycle breaks down in the territorial limits (UK) please call our 24 hour Control Centre on:

0333 320 1395

If you are unable to make a connection, please contact us on:

01206 812770

For assistance in the territorial limits (Europe), call us on:

00 44 1206 812770

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

Please have the following information ready to give to our rescue co-ordinator, who will use this to validate your policy.

- 1. Your return telephone number.
- 2. Your policy number and vehicle registration.
- 3. The precise location of the **vehicle/pedal cycle** (or as accurate as **you** are able in the circumstances).

Once we have taken your details and made all the arrangements we will contact you to advise which recovery operator will be attending and how long they are expected to take. Where possible, please ensure your mobile phone is available to accept calls at all times in case we need to contact you.

You will need to be with the vehicle/pedal cycle when the recovery operator arrives. If you would prefer not to wait with the vehicle/pedal cycle or it is unsafe to do so, please inform our rescue co-ordinator who will arrange a call on approach so you have sufficient time to return to the vehicle/pedal cycle. It is your responsibility to guard your safety and abide by the rules of the Highway Code. Please advise our rescue co-ordinator if you feel it is not safe to remain within eyesight of the vehicle/pedal cycle.

In the event of a **breakdown** on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the Emergency Services of **our** telephone number, they will then contact **us** to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that **you** have contacted **us** and provide them with **our** telephone number to call **us** on **your** behalf.



# 2. YOUR COVER as shown in your policy schedule

Please read the following benefits of cover in accordance with the level of cover you have purchased, which is detailed on your policy schedule.

# Roadside & Local

Summary: Roadside Assistance/Local Recovery up to 10 miles

If the **vehicle** suffers a **breakdown** due to a mechanical or electrical failure or has been involved in an **accident**, which occurs more than a one-mile radius/straight line from **your home address**, service will be provided. **We** will provide cover as detailed below for any **breakdown** in accordance with the policy wording and the cover level **you** have chosen. Cover will apply during the **period of insurance** and within the **territorial limits (UK)**.

# The following service is provided with all levels of cover:

#### Roadside Assistance

In the event of a **breakdown** within the **territorial limits (UK)**, which occurs more than a one mile radius/straight line from **your home address** and during the **period of insurance**, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

## Local Recovery up to 10 miles

If, in the opinion of the recovery operator, they are unable to repair the vehicle within 60 minutes at the roadside, we will assist in the following way: -

Either: Arrange and pay for the vehicle, you and the passengers to be recovered to the nearest suitable garage which is able to undertake the repair within 10 miles from the scene of the breakdown.

Or: If the above is not possible at the time or the repair cannot be made within the same working day, we will arrange for the vehicle, you and the passengers to be transported to your chosen destination up to 10 miles from the scene of the breakdown.

Recovery of the **vehicle**, **you** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If the **vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

# Alternative Travel UK<sup>†</sup>

We will pay up to £250.00 towards the reasonable cost of alternative transport or a hire vehicle up to 1600cc to allow you to complete your original journey. We will also pay up to £150.00 towards the reasonable cost of alternative transport for one person to return and collect the repaired vehicle.

# Emergency Overnight Accommodation<sup>†</sup>

We will pay up to £150.00 for a lone traveller or £75.00 per person towards the reasonable cost of overnight accommodation including breakfast for the **passengers** whilst the **vehicle** is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.00.

Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a **breakdown** in the **territorial limits (UK)**:

- The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location
- The vehicle cannot be repaired the same working day
- The breakdown did not occur within 20 miles of your home address
- We will determine which benefit is offered to you by assessing the circumstances of the breakdown and what is the most cost effective option for us.
- This section does not apply to pedal cycles.

<sup>†</sup>These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for **vehicle** hire which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of a valid invoice/receipt.



## Caravans and Trailers

In the event of a **breakdown** and a caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **we** will arrange and pay for the caravan/trailer to be recovered with the **vehicle** at no extra cost.

#### **Keys**

If you lose, break, or lock your keys within the vehicle, we will pay the callout and mileage charges back to the recovery operator's base or your home address if closer. All other costs, including any specialist equipment needed to move the vehicle will be at your expense.

## Message Service

If you require, we will pass on two messages to your home or place of work to let them know of your predicament and ease your worry.

### Cycle Rescue

The Cycle Rescue benefit is only eligible in the territorial limits (UK) and is limited to the assistance described below:

We will send help if you are unable to complete the pedal cycle portion of your journey as a result of an accident, vandalism, or a breakdown to your pedal cycle which occurs one-mile or more by public highway from your home address. We will arrange and pay for you, any pillions, and your pedal cycle (if appropriate) to be transported at our discretion to:

- The nearest suitable cycle repair shop or
- The nearest appropriate railway station or
- The nearest car rental agency or
- The nearest overnight accommodation or
- Your Home Address, if closer.

In the event that you suffer an accident, vandalism or a breakdown to your pedal cycle and you are cycling as a group with children under the age of 16, we will also arrange and pay for up to one other adult, three children and their pedal cycles to be transported to the same destination as you.

# **Nationwide**

Summary: Roadside Assistance/ Nationwide Recovery If you have opted and paid for Nationwide cover it includes the same benefits as Roadside & Local cover, with the addition of Nationwide Recovery.

## Nationwide Recovery

If the **vehicle** cannot be repaired within the same working day in accordance with Roadside & Local cover, **we** will arrange for the **vehicle**, **you** and the **passengers** to be recovered to **your home address**, or if **you** would prefer and it is closer, **your** preferred destination within the **territorial limits (UK)**.

Recovery of the **vehicle**, **you** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If the **vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

# Home

Summary: Roadside Assistance/ Nationwide Recovery/Home Assist If you have opted and paid for Home cover, it includes all of the same benefits as Nationwide cover, with the addition of Home Assist.

#### **Home Assist**

We will arrange and pay for a recovery operator to attend a breakdown at or within a one-mile radius/straight line of your home address and where appropriate, spend up to 60 minutes to try and repair the vehicle.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the scene of the **breakdown**, **we** will arrange and pay for the **vehicle**, **you** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair.



Recovery of the **vehicle**, **you** and the **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If the **vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

## European

Summary: Roadside Assistance/Nationwide Recovery/Europe

If you have opted and paid for European cover it includes the same benefits as Nationwide cover with the addition of Pre-Departure Cover and assistance within the territorial limits (Europe).

#### Pre-Departure Cover

In the event of a **breakdown** within the **territorial limits (UK)** which occurs no more than seven days prior to a pre-booked **trip** to the **territorial limits (Europe)**, providing the **vehicle** cannot be repaired by **your** intended departure date and **we** are immediately notified of the **breakdown**, **we** will reimburse up to £500.00 towards one of the following:

- The rental of a hire **vehicle** which **we** deem is appropriate for **your** requirements for the purpose of carrying out **your** original **trip** within the **territorial limits** (Europe)
- The cost of rebooking your original sea or motorail crossing to the nearest available date once the vehicle has been repaired.

Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. Cover will only apply if **you** can evidence in writing the duration of **your** planned **trip** was for less than 90 days.

We will only reimburse claims when we are in receipt of:

- Valid proof of payment for the hire vehicle and/or
- · Rebooked sea/motorail crossing tickets, together with copies of your original sea/motorail crossing tickets and;
- Evidence from a suitable garage detailing the repairs made to the vehicle.

Pre-departure Cover does not apply for any **breakdown** occurring within 10 days of **you** purchasing/upgrading this policy or in the event the imminent or actual **breakdown** of the **vehicle** is discovered during an MOT or service carried out within 10 days prior to **your** intended departure.

#### Roadside Assistance (Territorial Limits (Europe))

In the event of a **breakdown** within the **territorial limits (Europe)** which occurs during the **period of insurance**, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside **we** will arrange and pay for the **vehicle**, **you** and the **passengers** to be recovered to the nearest **suitable garage** able to undertake the repair.

## Recovery and Repatriation Service

If the **vehicle** cannot be repaired within 48 hours or by **your** intended return, whichever is due to occur last, **we** will arrange and pay for the **vehicle**, **you** and the **passengers** to be transported either to **your home address**, or if **you** would prefer and it is closer, **your** original destination within the **territorial limits** (**Europe**).

#### Alternative Travel (Territorial Limits (Europe))†

In the event of a **breakdown** within the **territorial limits (Europe)**, we will pay up to £500.00 towards the reasonable cost of alternative transport or a hire **vehicle** up to 1600cc to allow **you** to continue **your trip** in the **territorial limits (Europe)** whilst the **vehicle** remains unroadworthy. We will also pay up to £200.00 towards the reasonable cost of alternative travel for two people to return and collect the repaired **vehicle**.

#### Emergency Overnight Accommodation (Territorial Limits (Europe))†

In the event of a breakdown within the territorial limits (Europe) where the vehicle cannot be repaired the same working day and which



results in **you** not being able to stay at **your** pre-booked accommodation, **we** will pay up to £150.00 per person for one night towards the reasonable cost of overnight accommodation including breakfast for **you** and **the passengers**. The maximum payment per incident for Emergency Overnight Accommodation in **territorial limits** (**Europe**) is £1000.00.

<sup>†</sup>These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**.

The policy will only pay for a hire **vehicle** which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of valid proof of payment. Payment will be made in accordance with the exchange rate on the date of the claim.

#### Shipping of Spare Parts

Where it is more efficient and cost effective to do so, we will pay the reasonable cost of shipping replacement parts to the repairing garage within the territorial limits (Europe). You will be responsible for the cost of the spare parts and we will only organise shipping once you have confirmed the spare parts have been paid for. Although we will endeavour to source the required spare parts for you, we can make no guarantee the parts will be immediately available to us.

#### General Notes Relating to European Cover

We will provide service in the territorial limits (Europe) where the maximum duration of any single trip does not exceed 90 days. However short term policies (those with a period of insurance lasting one month or less) will be limited to a single trip not exceeding the period of insurance.

Please ensure you carry your driving licence and V5C registration document with you during your journey. Due to local regulations and customs, you may be required to provide copies of your driving licence or V5C registration document. You will be held liable for any costs incurred if copies of your driving licence or V5C registration document are not immediately available.

Due to differing national standards and infrastructures within the **territorial limits** (**Europe**), assistance may take longer in arriving. **We** will require detailed information from **you** regarding the location of the **vehicle**. **We** will need to know details of **your** itinerary and if requested proof of both **your** outbound and inbound travel dates must be provided to validate **your** claim. When **we** have all the required information **we** will liaise with **our** European network and **you** must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, **we** will not be held liable for any delay this causes.

In the event of a **breakdown** on a motorway or major public road within the **territorial limits (Europe)**, access may be restricted to a private towing service only. Should this occur, **you** will need to obtain assistance via the SOS phones. The private towing service will tow the **vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further assistance. **We** will pay a maximum of £150.00 towards reimbursement of the costs, but **we** will only reimburse claims when **we** are in receipt of valid proof of payment. Payment will be made in accordance with the exchange rate on the date of the claim.

For assistance in the territorial limits (Europe), call us on:

00 44 1206 812770



# Full Cover and Short Term European Cover

Summary: Roadside Assistance/ Nationwide Recovery/ Home Assist/Europe/Accident Cover Plus and assistance following Theft, Vandalism and Driver Illness/Injury If you have opted and paid for Full cover it includes all of the same benefits as European cover with the addition of Home Assist, Accident Cover Plus and assistance following Theft, Vandalism and Driver Illness/Injury.

## Accident Cover Plust

If the **vehicle** is involved in an **accident** rendering it immobile or illegal **we** will transport the **vehicle** to a nominated address within the **territorial limits (UK)**. **We** will cover the cost of alternative transport to the same destination as the **vehicle** up to the value of £1000.00 on a pay and claim basis.

#### Theft and Vandalism<sup>†</sup>

If the **vehicle** is rendered immobile due to theft or vandalism, **we** will recover the **vehicle** to **your home address** or nominated garage within a five mile radius of the **home address**. Should this occur whilst **you** are one mile or more away from **your home address**, **we** will cover the cost of alternative transport to the same destination as the **vehicle** up to the value of £1000.00 on a pay and claim basis.

## Driver Illness/Injury<sup>†</sup>

If you are unable to continue your journey within the territorial limits (UK) or territorial limits (Europe) due to illness or injury to the only qualified driver, provided none of your passengers are able to drive, we will provide an alternative driver to return the vehicle to your nominated destination within the territorial limits (UK). A medical certificate will be required for us to validate your claim and we will only accept claims which occur and are made within the period of insurance. If you are unable to accompany the vehicle, we will provide alternative transport to the same destination as the vehicle up to the value of £1000.00 on a pay and claim basis.

†Only one claim of up to £1000.00 will be paid per incident for alternative transport. These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for **vehicle** hire which **we** deem is appropriate for **your** requirements at the time and **we** cannot be held responsible if an appropriate hire **vehicle** is not available during peak months. **We** will only reimburse claims when **we** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of a claim.

#### **Personal Cover**

If you have opted and paid for Personal Cover, any vehicle in which you are travelling will be covered in the event of a breakdown. You must be with the vehicle at the time the assistance arrives and be able to provide photographic identification if this is requested. Service will only be provided in accordance with the level of cover you have purchased, as indicated on your policy schedule and in accordance with the policy wording. To ensure Personal Cover extends to a vehicle in which you intend to travel, please refer to the General Notes section for limitations and exclusions.

To qualify for Personal Cover, you must pay the appropriate premium for the level of cover required.

Personal Cover is limited to a maximum of 4 persons in any one household.

Personal Cover is restricted to the **territorial limits (UK)** only and cannot be purchased for **our European** or **Full Cover** policies, however, if cover is also required in the **territorial limits (Europe)**, Short Term European Cover for a nominated **vehicle** can be purchased from **halfordsbreakdowncover.com**.



#### **Uninsured Service**

**We** can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

#### Change of Vehicle

Unless Personal Cover has been purchased, our policy only covers the vehicle registered on our database, therefore any change must be notified immediately by either contacting our Customer Services Department or logging in online to our website's Customer Lounge. Please provide us with your policy number, the new registration, make, model and colour of vehicle and the date you wish us to make the change. If you do not notify us of the new vehicle details, we may not be able to supply you with a service due to the vehicle not being eligible for cover within the first 24 hours of us being notified of the change.

#### Governing Law

This policy will be governed by English Law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

#### Language

The contractual terms and conditions, communication and other information relating to this contract will be in the English language.

#### Measurements

A home assist is calculated using a straight line from the home address to the location of the breakdown. All other measurements are calculated using driving distances.

#### **Garage Repairs**

Any repairs undertaken by the **recovery operators** at their premises are provided under a separate contract, which is between **you** and the **recovery operator**.

#### Multiple Vehicle Policies

Multiple vehicle policies must be registered to one address within the territorial limits (UK).

#### Signing Documentation

You may be asked to sign documents by the recovery operator which relate to the service being provided. Whilst you are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full. In the event you require assistance with understanding such documents please contact us on 01206 812770.

#### **Emergency Repairs**

Emergency repairs undertaken at the roadside by recovery operators cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance, it is not always possible for recovery operators to accurately diagnose the fault with the vehicle or state whether the vehicle is in a roadworthy condition or otherwise safe to drive. Recovery operators are not instructed to conduct vehicle health inspections.

## **Definitions:**

#### Accident

A collision immediately rendering the vehicle/pedal cycle immobile or

unsafe to drive/ride.

#### Breakdown

An electrical or mechanical failure, lack of fuel, misfuel, flat battery, puncture to the **vehicle/pedal cycle** or **accident** which immediately renders the **vehicle/pedal cycle** immobilised.

#### Callou

The deployment of a recovery operator to the vehicle/pedal cycle.

#### **Home Address**

The last known address recorded on **our** system where the **vehicle/pedal cycle** is ordinarily kept.

#### **Home Assist**

Assistance within a one-mile radius/straight line of your home address.

#### **Passengers**

All non-fare paying persons travelling with the **vehicle** at the time of the **breakdown**, up to the legal carrying capacity of the **vehicle**.

#### Pedal Cycle

Any bicycle, adult tricycle or tandem, including any mechanically or electronically assisted cycle weighing less than 40kg and with an output not exceeding 250w/15.5mph.

# Period of Insurance

The duration of this policy as indicated on your policy schedule for a period not exceeding twelve months.

## **Policy Schedule**

The document provided by **us** detailing the **Period of Insurance**, eligible **vehicle(s)**, and type of cover. In the event Personal Cover has been purchased, it will also list the person(s) covered.

#### **Recovery Operator**

The independent technician Call Assist Ltd appoints to attend your breakdown.

## **Rescue Co-ordinator**

The telephone operator employed by Call Assist Ltd.

## Specialist Equipment

Non-standard apparatus or recovery **vehicles** which in the opinion of the **recovery operator** are required to recover the **vehicle/pedal cycle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

#### Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

# **Territorial Limits (Europe)**

Andorra, Austria, Balearics, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Vatican City.



## Territorial Limits (UK)

Great Britain, Northern Ireland and the Isle of Man. Jersey and Guernsey (for non residents).

#### Trip

A journey to the **territorial limits** (Europe) which commences from the date of **your** departure from the **territorial limits** (UK) and ceases upon **your** return to the **territorial limits** (UK) for a period not exceeding 90 days.

# Us, We, Our

Call Assist Ltd.

#### **Vehicle**

The **vehicle(s)** shown on **your** policy schedule as being eligible for cover unless **your** policy schedule states **you** purchased Personal Cover. If **you** purchased Personal Cover, **you** will be covered when travelling in one of the following types of vehicle:

- a) Cars of any age
- b) Motorcycles of any age
- c) Vans up to 8 years old at the time this policy incepted, which do not exceed 3.5 tonnes gross vehicle weight.

## You, Your

The person named as policyholder in the policy schedule.

#### Exclusions:

Applying to all sections unless otherwise stated:

This insurance does not cover the following: -

- a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the vehicle with a standard 50mm tow ball coupling hitch.
   b) Breakdowns or accidents to the caravan or trailer itself.
- Any vehicle which is not listed on your policy schedule as being eligible for breakdown cover with us unless Personal Cover has been purchased.
- 3. **Vehicles** over 10 years old at the date this policy incepted for travel in the **territorial limits** (Europe).
- 4. Minibuses, limousines, motorhomes, horseboxes and any other **vehicle** not detailed in the definition of **vehicle**.
- 5. Cover in the territorial limits (Europe) for vans and commercial vehicles.
- The cost of any parts, components or materials used to repair the vehicle/ pedal cycle.
- 7. Repair and labour costs other than up to 60 minute's roadside labour at the scene of the **breakdown**.
- 8. Any costs or expenses not authorised by our rescue co-ordinators.
- 9. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
- The cost of alternative transport other than to your destination and a return trip to collect your repaired vehicle.
- 11. The cost of fuel, oil or insurance for a hire vehicle and/or excess.
- 12. Assistance following theft, driver illness/injury, or vandalism unless Full cover has been purchased.
- 13. The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within the same working day. If recovery takes effect we will only recover to one address in respect of any one breakdown.
- Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the breakdown within the same working day.
- 15. Breakdowns caused by a failure to maintain the vehicle/pedal cycle in a roadworthy condition including the routine servicing of the vehicle in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
- 16. Costs incurred in addition to a standard callout and recovery further than 10 miles where service can not be undertaken at the roadside

- because the **vehicle** is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles, scooters or **vehicles** which are not equipped to carry spare wheels or the aerosol repair kit cannot repair the **breakdown**.
- 17. Specialist Equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the breakdown if the vehicle is immobilised due to snow, mud, sand, water, ice or a flood
- 18. Any request for service if the vehicle is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
- Breakdowns caused by overloading the vehicle/pedal cycle or carrying more passengers than it is designed to carry.
- 20. Claims not notified and authorised prior to expenses being incurred.
- 21. The charges of any other company (including Police recovery) other than the **recovery operator**, a car hire agency or accommodation charges which have been authorised by **us**.
- 22. Any damage or loss to the vehicle/pedal cycle or its contents caused by the recovery operator. It is your responsibility to ensure personal possessions are removed prior to the vehicle/pedal cycle being transported.
- 23. Nothing in this policy limits our liability for death or personal injury caused by the negligence of us or our employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
- 24. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for **you** to collect the **vehicle/pedal cycle** from a repairer or for any time that has to be taken off work because of a **breakdown**.
- 25. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
  - a) lonising 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.
  - d) the result of an interplanetary coronal mass ejection.
- 26. Any false or fraudulent claims.
- 27. Any cost incurred as a result of your failure to comply with requests by us or the recovery operator concerning the assistance being provided.
- 28. Fines and penalties imposed by courts.
- 29. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
- 30. Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless the vehicle/pedal cycle has been fully repaired at a suitable garage, declared fit to drive by the recovery operator, or is in transit to a pre-booked appointment at a suitable garage.
- 31. More than six callouts during any one period of insurance for single vehicle or (in the case of Personal Cover) individual policies. If your policy schedule details multiple vehicles or (in the case of Personal Cover) people as eligible for cover, each additional vehicle or person shall also be eligible for up to six callouts during the period of insurance. Callouts to pedal cycles shall count towards the total policy callout limit. Should you change your vehicle midterm, the number of callouts provided to the previous vehicle will transfer to the new vehicle. For example, a two-vehicle policy would have a total limit of twelve callouts, with no more than six callouts being permitted for each vehicle.



- 32. Claims totalling more than £15,000.00 in any one period of insurance.
- 33. Any cost recoverable under any other insurance policy that you may have.
- 34. Storage charges unless incurred whilst we organise repatriation from the territorial limits (Europe).
- 35. Any costs incurred to attend the **vehicle** due to faults with electric windows, sun roofs, broken windows/windscreens or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised.
- 36. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 37. Recovery of the vehicle/pedal cycle or your transport costs to return the vehicle/pedal cycle to your home address once it has been inspected or repaired.
- 38. Any cost that would have been incurred if no claim had arisen.
- 39. The cost of draining or removing contaminated fuel.
- 40. A request for service following any intentional or wilful damage caused by **you** to the **vehicle/pedal cycle**.
- 41. Any cover which is not specifically detailed within this policy.
- 42. The use of specialist equipment occasionally required because the vehicle/pedal cycle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
- 43. Any claim within 24 hours of the time the policy is purchased or a change of vehicle has occurred, or prior to the policy inception date. For any policies which are renewed on the policy anniversary or are automatically renewed and the policy has not lapsed, no inception period will apply.
- 44. Any **breakdown** that occurred before the policy commenced, the **vehicle** was placed on cover, or before the policy was upgraded.

# Additional exclusions applying to the European Assistance

- 1. Service where repatriation costs exceed the market value of the **vehicle**.
- 2. The cost of recovery from a European motorway exceeding £150.00.
- 3. Repatriation to the UK within 48 hours of the original **breakdown**, regardless of ferry or tunnel bookings for the homebound element of **your trip** or pre arranged appointments **you** have made within the the **territorial limits (UK)**.
- 4. Repatriation to the **territorial limits (UK)** if the vehicle can be repaired, but you do not have adequate funds for the repair.
- Any claim where the duration of a single trip is planned to or subsequently exceeds 90 days.
- 6. Service in the territorial limits (Europe) for pedal cycles.

#### Additional exclusions applying to Cycle Rescue

- Any breakdown within a mile, by public highway from your Home Address.
- Any breakdown where the pedal cycle is being used for a use not specified in the design and manufacturers specifications, or arising directly out of the unreasonable use of the pedal cycle on unsuitable terrain.
- Damage to tyres by road punctures capable of being repaired by cycle emergency kit available to you at the time of the incident.
- 4. Assistance in the territorial limits (Europe).

#### General Conditions applying to all sections

- 1. We will provide cover if:
  - a) You have met all the terms and conditions within this insurance. b) The information provided to us, as far as you are aware, is correct.
  - c) You have paid the appropriate premium.
- 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.
  - If you are unable to make a connection on any of the numbers provided, please call 01603 327180.

- 3. The policy is not transferable to another person.
- 4. Details of **your** cover may not reach **us** by the time assistance is required. In this unlikely event, **we** will assist **you** however, before assistance can be provided **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **we** receive confirmation that **you** have adequate cover the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate cover we will take payment for any uninsured costs.
- 5. We may decline service if you have an outstanding debt with us.
- We will only pay ferry and toll fees within the confines of the territorial limits (UK).
- 7. When you contact us for assistance, we may ask if the vehicle is fitted with alloy wheels. If we are not made aware and we are unable to provide the service promptly or efficiently through the recovery operator who will be assisting you, you will be charged for any additional costs incurred.
- If we are able to repair your vehicle at the roadside, you must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
- 9. If a callout is cancelled by you and a recovery operator has already been dispatched, we recommend you to wait for assistance to ensure the vehicle is functioning correctly. If you do not wait for assistance and the vehicle breaks down again within 12 hours, you will be charged for the second and any subsequent callouts.
- 10. We have the right to refuse to provide the service if you or your passengers are being obstructive in allowing us to provide the most appropriate assistance or are abusive to our rescue co-ordinator or the recovery operator.
- 11. In the event you use the service and the claim is subsequently found not to be covered by the policy you have purchased, we reserve the right to reclaim any monies from you in order to pay for the uninsured service.
- 12. If in our opinion the vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the vehicle in its current condition following the breakdown, we have the option to pay you the market value of the vehicle in its current condition and pay your transportation costs to your home address. It will be your responsibility to apply for a Certificate of Destruction or other such document and you will be required to pay for any storage costs whilst this is obtained and any costs to dispose of the vehicle. If you would prefer the vehicle to be transported to your home address or original destination, this can be arranged, but you will need to pay any costs which exceed the market value of the vehicle in its current condition. If the **vehicle** ibeyond economical repair, **you** will have one week to advise us of how you wish to transport or dispose of the vehicle. If you do not contact us within one week you consent to us to dispose of the vehicle. We reserve the right to deduct any outstanding costs owed by you, in relation to the storage or disposal of the vehicle, from the payment made by us to you for the market value of the vehicle.
- 13. The repair must be carried out if the vehicle is recovered to a dealership and the dealership 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. If you do not have funds to pay for additional services such as alternative transport or overnight accommodation your claim may be denied.
- 15. Recovery operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting your vehicle.



- 16. The transportation of livestock (including dogs) will be at the discretion of the recovery operator. We will endeavour to help arrange alternative transport, but you will need to pay for this service immediately by credit or debit card.
- 17. If you have a right of action against a third party, you shall co-operate with us to recover any costs incurred by us. If you are covered by any other insurance policy for any costs incurred by us, you will need to claim these costs and reimburse us. We reserve the right to claim back any costs that are recoverable through a third party.
- 18. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
- 19. The **vehicle** must be registered to and ordinarily kept at an address within the **territorial limits (UK)**.
- Vehicles must be located within the territorial limits (UK) when cover is purchased and commences.

# Should you wish to contact us, we can be contacted by:

Mail: Customer Services, c/o Call Assist Ltd, Axis Court,

North Station Road, Colchester, Essex CO1 1UX.

Email: customerservices@halfordsbreakdowncover.com

Telephone: 01206 655022

Facsimile: 01206 364268

#### **Automatic Renewal Protection**

Where Automatic Renewal Protection is available and you have selected to renew your policy using this method, your policy will automatically renew when it is due to expire. This protects you to ensure that there is no break in insurance cover.

You can choose to opt in or out of Automatic Renewal Protection at any time during the **period of insurance** by calling **our** Customer Services Department, or changing the settings online within the Customer Lounge.

We will notify you in good time before your policy is due to expire of any changes to your cover, the renewal premium and the Terms and Conditions of the policy.

To automatically renew your policy, your previous year's card payment details will be stored by our Secure Payment Provider and processed in accordance with the Automatic Renewal Protection process detailed within this wording. Payment for your renewal will be taken from your card up to 2 days before the policy is due to expire. By choosing this method of renewal, you understand that it is your responsibility to ensure that you keep us up to date with valid card payment details and that there are sufficient funds available to pay for the automatic renewal of your policy. Failure to do so will mean that your policy will not renew, cover will expire and you will not be entitled to any service under this policy.

If you have not chosen the Automatic Renewal Protection process, you will need to contact our Customer Services Department or log in online to our website's Customer Lounge to renew your policy.

# **Cancellation Rights**

This policy has a cooling off period of 14 days from the time **you** receive this information or **your** policy start date, whichever is the latter. If **you** do not wish to continue with the insurance, **we** will provide a refund of premium paid, providing no claim has been made.

You may cancel your policy after the 14 day cooling off period but no refund of premium is available.

A refund of premium is not available if the **period of insurance** of the policy is for a period of less than one month.



We have the right to cancel this policy at any time by sending 7 days notice to your home address however we must have valid reasons for doing so. Valid reasons include but are not limited to:

- Suspected or proven fraud
- Non-payment of premium when it is due
- We discover you are no longer eligible for cover with us
- If you are threatening or abusive to our staff or the people we instruct to assist with your breakdown, including the recovery operators
- It is evident **you** have failed to maintain the **vehicle** in a roadworthy condition including not having the **vehicle** routinely serviced in accordance with the manufacturers recommendations.

In such situations, providing no claim has been made within the first 6 months from the inception date of **your** policy, **we** will refund **your** premium in full. Where **you** have received a service or where the policy has been in force for a period of more than 6 months, no premium refund will be available to **you**.

Please call our Customer Services Department on 01206 655022. If **you** are unable to make a connection, please contact **us** on 0333 3202319.

#### Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a breakdown.

As with any insurance, it does not cover all situations and **you** should read the terms and conditions of this policy to make sure that it meets **your** specific needs.

#### Your Personal Information

We (defined in the Policy Wording as Call Assist Ltd, who acts as Joint Data Controller together with Halfords Limited and Halfords Autocentres Limited, collectively referred to as "Halfords") collect and maintain personal information in order to administer this Policy and provide the services detailed within this Policy Wording.

This Policy is underwritten by Ageas Insurance Limited who is part of the Ageas group of companies and who acts as independent Data Controller in its own right. Its purposes for collecting, using, sharing, transferring and storing your information differ from the purposes of the Joint Data Controllers, so make sure that **you** read the summaries of both Privacy Policies below with care.

Full Privacy Policies can be found as per the below:

- for Call Assist's full Privacy Policy, please follow this link www.call-assist.co.uk/privacy-policy. Enquiries in relation to data held by Call Assist should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk;
- for Ageas' full Privacy Policy, please follow this link www.ageas.co.uk/legal/privacy-policy. Enquiries in relation to data held by Ageas should be directed to the Data Protection Officer, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire S053 3YA or by emailing thedpo@ageas.co.uk;
- for Halfords Breakdown Cover full Privacy Policy, please follow this link www.halfordsbreakdowncover.com/info/privacy. Enquiries in relation to data held by Halfords should be directed to the Data Protection Officer, Halfords, Icknield Street Drive, Washford West, Redditch B98 ODE or by emailing dataprotectionoffice@halfords.co.uk.

Please note that all personal data that is held by the Data Controllers is safeguarded with appropriate levels of security and in accordance with prevailing Data Protection legislation which includes the Data Protection Act 1998, the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other Applicable Laws, in addition to any successor or replacement legislation relating to the processing of personal data.



# Joint Data Controllers' Privacy Policy (summary)

# Sharing your information

We will only share your information in the following circumstances:

- it has been authorised by you;
- it is with regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), Financial Services Authority ("FSA"), and the Financial Services Commission ("FSC");
- it is with fraud prevention and credit reference agencies;
- it is required by law:
- it is being provided to **Recovery Operators** or other suppliers as required to fulfil **our** contractual and legal obligations in this Policy Wording. In these circumstances, **your** personal data will be limited to the minimum ordinarily required for service provision: additionally, these suppliers will only be able to use **your** data to provide the specific services described in this Policy.

## Your rights

Under the terms of Data Protection legislation, you have a number of rights in relation to the information we hold about you. This includes the right to:

- ask for a free copy of any personal data we hold about you;
- ask for correction of any inaccurate information held;
- object to the use of your personal data for direct marketing;
- withdraw any permission you have previously given to us to process your personal data except where this is critical to us fulfilling our contractual and legal obligations;
- complain to the Information Commissioner's Office if you are not satisfied with our use of your data;
- ask for your personal data to be deleted from our system/database. Please note that there are times when we will not be able to
  delete your data. This may be as a result of us fulfilling our legal and regulatory obligations, or where there is a minimum statutory
  period of time for which we have to keep your information. If we are unable to fulfil a request, we will always let you know our
  reasons.

Should you wish to exercise any of your rights under the Data Protection legislation, please direct your enquiry to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX; email DPO@call-assist.co.uk.

# Collecting your information

When you apply for breakdown cover with us, we will collect a variety of information about you including your personal data such as your name, address, contact details, date of birth and IP address (which is a unique number identifying your computer). Where relevant, we will also collect special categories of data (sensitive data) about you such as details regarding your health.

We will also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

## Using your information

The main reason we collect your personal and/or special categories of data is to provide you with an appropriate policy quotation as well as to manage your policy which may include handling a claim or issuing documentation to you. Our assessment of your policy application may also involve an automated decision to determine whether we are able to provide you with a quotation. If you object to your data being processed by automated decision-making, then we will not be able to provide you with breakdown cover.

We will also use your data where we feel there is a justifiable reason for doing so for example: to collect information regarding your past policies; carry out research and analysis (including profiling); and record and monitor calls.

We would also like to stay in contact with you, and will therefore send marketing communications to you but only where you have given us specific consent to do so.



# **Keeping your information**

Your data is considered to be an important asset to us, and as such, we make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures we take to keep your data secure include, but are not limited to:

- making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

# Use and storage of your information

We will only keep your data for as long as is necessary to provide our products and services to you and/or to fulfil our legal and regulatory obligations.

Your data may be transferred to, stored or processed outside the European Economic Area (EEA) - see Call Assist's online Privacy Policy for full details. We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where we have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

# Ageas' Privacy Policy (summary)

# Collecting your information

The information collected by the Joint Data Controllers (as described above) will be used by Ageas for the purpose of providing services to you and for the ongoing management of these services.

# Using your information

The main reason Ageas collects your personal and/or special categories of data is to provide you with an appropriate insurance quotation, policy and price as well as to manage your policy which includes handling a claim or issuing documentation to you. The assessment of your insurance application may involve an automated decision to determine whether Ageas is able to provide you with a quotation and/or the price. If you object to this being done, then Ageas will not be able to provide you with insurance.

Ageas will also use your information where it feels there is a justifiable reason for doing so for example: to collect information regarding your past policies; carry our research and analysis (including profiling); and record and monitor calls.

There might be situations where Ageas will only use your information if you have given them permission such as using or collecting special categories of data. If you have given Ageas such information about someone else, you would have confirmed that you had their permission to do so.

## Sharing your information

Ageas will share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to Ageas or on its behalf; fraud prevention and credit reference agencies and other companies, for example, when Ageas is trialling products and services which Ageas thinks may improve its service to you or its business processes.

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

## Keeping your information

Ageas will only keep your information for as long as is necessary to provide its products and services to you and/or to fulfil its legal and regulatory obligations.

### Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA) - see Ageas' online Privacy



Policy for full details. Ageas will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where Ageas has taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

# Your rights

You have a number of rights in relation to the information Ageas holds about you. These rights include but are not limited to: the right to request a copy of the personal data Ageas holds about you; object to the use of your personal data; withdraw any permission you have previously provided; and complain to the Information Commissioner's Office if you are not satisfied with Ageas' use of your information.

You also have the right to request that Ageas erases your personal data. Please note however that there are times when Ageas will not be able to delete your data. This may be as a result of Ageas fulfilling its legal and regulatory obligations or where there is a minimum statutory period of time for which Ageas has to keep your information. If Ageas is unable to fulfil a request, Ageas will always let you know its reasons.



# 4. OUR PROMISE TO YOU

We aim to provide a high standard of service. Please telephone us if you feel we have not achieved this and we will do our best to rectify the problem immediately.

## **Complaints Procedure**

Any complaint **you** have regarding **your** policy should be addressed to the policy administrator:

Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of your policy and in particular your policy number, to help your enquiry to be dealt with speedily.

#### We promise to:

- acknowledge your complaint within five working days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we send our acknowledgement letter; and
- respond to your complaint within 20 working days. If this is not possible for any reason, we will write to you to let you know when we will contact you again.

If you remain dissatisfied with our final decision or if you have not received our final decision within 8 weeks of us receiving your complaint, short of court action, you can ask The Financial Ombudsman Service to review your case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. If you do not refer your complaint within 6 months of our final decision The Financial Ombudsman Service will not have our permission to review your case and will only be able to do so in limited circumstances, such as if the delay was due to exceptional circumstances. The Financial Ombudsman Service can be contacted at the following address:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9123 (free from some mobile phones) or email complaint.info@financial-ombudsman.org.uk.

For further information, you can also visit the websites: www.financial-ombudsman.org.

Following the complaints procedure does not affect your rights to take legal proceedings.

# **Financial Services Compensation Scheme**

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk.

#### Service Provider and Insurer

This service is provided on **Halfords Breakdown Cover's** behalf by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX, Registered Company Number 3668383 and is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, Registered Company Number 354568 (Home State: United Kingdom).

Call Assist Ltd, Firm Reference Number 304838, is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited, Firm Reference Number 202039, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

#### Call Recording

To help **us** provide a quality service, **your** telephone calls may be recorded.

#### **Cover Levels:**

Roadside & Local = Roadside Assistance/Local Recovery up to 10 miles

Nationwide = Roadside Assistance/Nationwide Recovery

Home = Roadside Assistance/Nationwide Recovery/Home Assist European = Roadside Assistance/Nationwide Recovery/Europe



# 4. OUR PROMISE TO YOU

Full Cover = Roadside Assistance/Nationwide Recovery/Home Assist/Europe/Accident Cover Plus and assistance following Theft/ Vandalism and Driver Illness/Injury
Personal = Available for Roadside & Local, Nationwide and Home cover levels only

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