CoverMy







Contents

Welcome	1
Demands and Needs	2
How to make a Claim	3-4
Conditions of Your Policy	5
Definition of Words	6-8
Policy Types	9
Your Cover Level	9
Local Cover	10
Home Cover	11
National Cover	12
Onward Travel	13
European Cover	14
Onward Travel in Europe	15
Misfuel	16
General Exclusions	17-18
Nature of Emergency Breakdown Cover	19
Cancellation of Your Policy	19
What to do if You have a Complaint	19
Financial Services Compensation Scheme	20
Sanctions	21
Third Party Rights	21
Applicable Law	21
Data Protection	22

Welcome

Thank You for choosing Cover My Breakdown.

Our aim is to remove worry at a time of distress for You and provide peace of mind in the event of Your Insured Vehicle breaking down.

This Breakdown insurance policy is an annual contract and in return for Your premium, We will indemnify You in the event of an insured event occurring in accordance with the terms of this Policy document and Policy Schedule.

This Policy document, Your Insurance Product Information Document and Your Policy Schedule should be read together as one document. Please keep these documents together in a safe place.

It is important You read them carefully to make sure they meet Your needs. Please also check Your Policy Schedule carefully to make sure the information You have provided is correct.

You must tell the Administrator if this information is wrong, or if it changes. Our decision to pay a Claim or keep the Policy in force may be affected if You accidentally or knowingly make a misrepresentation, so please take reasonable care when answering the questions required to obtain a quotation and take out cover.

If any of the information the Administrator has recorded is incorrect, or if You have any questions about this insurance Policy, please contact the Administrator.

Got any questions or need a hand?

If You are having problems logging in, or You have any issues with, or questions about, Your account or Policy You can contact the Administrator by calling **0800 980 5134** or emailing **admin@covermy.co.uk** and they will be more than happy to help.

Offices and phone lines are open 9am – 5pm from Monday to Friday, and Saturday 9am - 3pm.





Demands and Needs

Cover My Breakdown Insurance enables You to choose from a range of cover levels and benefits that are designed to meet Your demands and needs. The Policy Schedule that accompanies this Policy states the cover level and Policy type (Personal or Vehicle Cover) You have selected and the appropriate section(s) from this Policy that applies to You. The choices You have made will depend on Your personal circumstances, therefore please check Your Policy Schedule to ensure that the cover You have chosen meets Your requirements.

The below cover types are available on vehicle and personal policy types.

Cover Level	Policyholder Needs		
Local Cover	Customers who need assistance in the event of a Breakdown at		
	the roadside when travelling outside of a 1 mile radius from		
	their home address. In the event that a Temporary Repair is not		
	possible, they will be recovered to a single destination within a		
	25 mile radius from the Breakdown location.		
Local Cover and Home Cover	Includes the benefits of Local Cover, along with inclusion of		
	cover at the customers home address and within a 1 mile		
	radius of the home address. If the Breakdown occurs under		
	Home Cover and a Temporary Repair is not possible, the		
	Insured Vehicle will be recovered to a chosen destination		
	within a 25 mile radius of the Breakdown location.		
National Cover	Customers who need assistance in the event of a Breakdown at		
	the roadside when travelling outside of a 1 mile radius from		
	their home address. In the event a Temporary Repair is not		
	possible, the Insured Vehicle will be recovered to a local garage.		
	If the Insured Vehicle is unable to be repaired the same day, the		
	customer will be recovered to their home address or chosen		
	location, or reimbursed public transport, overnight		
	accommodation or hire car costs to continue their journey.		
National Cover and Home Cover	Includes the benefits of National Cover, along with inclusion of		
	cover at the customers home address and within a 1 mile		
	radius of the home address. If the Breakdown occurs under		
	Home Cover and a Temporary Repair is not possible, the		
	Insured Vehicle will be recovered to a chosen destination		
	within a 25 mile radius of the Breakdown location.		
European Cover	Includes the benefits of National Cover and Home Cover, along		
	with the inclusion of Breakdown cover in Europe for up to 90		
	days in the Policy year and for a maximum of 30 days for any one		
	single trip.		
Single Trip European Cover	Customers who need assistance in the event of Breakdown		
	when travelling to Europe on a single Trip, for a maximum of		
	31 days. Cover includes National Cover in the UK during the		
	selected dates.		



How to make a Claim

If You have Broken down and wish to make a Claim then please call the breakdown service on the following numbers.

In the UK call the Claims Handler on: 01945 425307

In Europe call the Claims Hander on: +44 1945 425307

For policyholders or drivers who are deaf, please use the services of Relay UK. More information can be found on their website at www.relayuk.bt.com, or by downloading the Relay UK app.

The Claims Handler also recommends using <u>What3Words</u> to help them to pinpoint Your location. More information on What3Words can be found on this <u>website</u>.

What the Claim Handlers will need if You Breakdown

- 1. Your name and breakdown insurance policy number.
- 2. The Insured Vehicle's make, model and registration number.
- 3. The exact location of the Insured Vehicle, such as the road You are on, the nearest junction, identifiable landmark etc.
- 4. What You suspect the nature of the fault is.
- 5. The telephone number You are calling from.
- 6. If Your Breakdown is as a result of a flat, punctured or blown tyre, the Recovery Operator will require You to have the locking wheel nut or key (where applicable).

Please note

- 1. Prior to travelling to Europe You must inform Us at least 46 hours in advance of Your travel dates and intended country(s) of destination.
- 2. If You have purchased annual European cover, Your Policy allows You up to 90 days European cover with a maximum single Trip duration of 30 days. Any Breakdown that occurs after 30 continuous days in Europe will not be covered, If You have purchased a Single Trip European Policy, Your Policy allows cover for a maximum of 31 days.
- 3. You may be charged a fee of £125 if within the UK or £225 if You are in Europe, in the event:
 - You cancel Your recovery after initially calling the Claims Handler; or
 - You are not with the Insured Vehicle when a Recovery Operator arrives; or
 - The Insured Vehicle is not in an accessible location when You have informed the Claims Handler otherwise; or
 - No fault is found with the Insured Vehicle upon inspection by a Recovery Operator; or
 - A Recovery Operator is unable to lawfully access the Insured Vehicle, for example if the Insured Vehicle is on private land, such as a campsite.
- 4. Any repair carried out by a Recovery Operator is deemed a Temporary Repair. The Claims Handler therefore insists that the Insured Vehicle is taken to a garage immediately and any permanent repairs are made. The Claims Handler reserves the right to request evidence of any permanent repairs.
- 5. If You have purchased Vehicle Cover or Single Trip Cover, You are only covered for the Insured Vehicle that is registered upon taking out the Policy, unless You have notified the Administrator of a change during the Term of the Policy and that change has been accepted by the Administrator.
- 6. If You have purchased Personal Cover, You and the person(s) stated on the Policy Schedule are covered in any eligible Insured Vehicle.
- 7. You may change the Insured Vehicle on Your Policy up to 4 times during the Term, however, temporary changes of Insured Vehicle are not permitted within this Policy.
- 8. If a change of Insured Vehicle takes place during the Term of the Policy, the Inception Period will apply from the date the change takes effect, meaning there will be a period of 46 hours before You, or anyone driving the Insured Vehicle, is able to make a Claim on this Policy.
- 9. If any of Your details change during the Term of the Policy, such as Your address or vehicle registration, please notify the Administrator immediately.
- 10. In the event of a Breakdown, a message forwarding service is available where the Claims Handler can contact someone on Your behalf to inform them of Your situation should You wish.

IMPORTANT – Breakdowns on a motorway in Europe

On motorways, always use the emergency telephones as these pinpoint Your exact location. The police may arrange for Your recovery from the motorway. In this case, contact the Claims Handler when You reach an ordinary phone or use a mobile. The Claims Handler will assist You from the location where the authorised recovery services have taken You to.



Conditions of Your Policy

The following conditions apply to Your Policy. Please note, if You do not satisfy the below policy conditions, it may result in the Recovery Operator being unable to attend to a Breakdown and the Administrator may cancel Your Policy.

- The Insured Vehicle must be maintained to a good state of mechanical and electrical repair and must be in a Roadworthy Condition
- The Insured Vehicle must have been maintained and serviced in line with the manufacturer's guidelines and have a current MOT certificate (where applicable), valid insurance and road tax.
- We do not accept any liability for any pets, animals or livestock within the Insured Vehicle at the point of Breakdown or during any subsequent recovery (where applicable). If You are travelling with a pet, You must inform the Claims Handler prior to any recovery.
- If requested, You must provide Your Insured Vehicle's valid MOT test certificate (where applicable), proof of service history and/or receipts/invoices for any work that has been undertaken that may relate to the nature of the Breakdown.
- Any Breakdown as a result of inadequate repair, unsuccessful DIY or any previous Breakdown the Recovery Operator has attended where the fault may be the same, related or similar, and where no remedial action has been taken to correct the fault, shall be attended on a Paid Basis only.
- Any Breakdown for a fault that the Recovery Operator has attended previously and where a repair may not have been
 undertaken to rectify the original cause of Breakdown will be attended, if possible, on a Paid Basis only. If the Claims Handler
 provides a Paid Basis recovery service in this instance and You are subsequently able to provide evidence that the original
 Breakdown cause had been satisfactorily repaired, or it is established that the Breakdown cause is unrelated, the Claims
 handler will reimburse the cost under the terms of this Policy.
- Attendance by a Recovery Operator cannot be used as a reason by You or any other driver of the Insured Vehicle to avoid the cost of repairing or recovering it.
- The Administrator reserves the right to refuse, and/or cancel a Policy if anyone behaves inappropriately towards any of their employees or representatives, including but not limited to, acting in a threatening or abusive manner, whether physically or verbally.
- If anyone deliberately misleads or omits to tell the Claims Handler important details or facts about a Breakdown in order to obtain assistance, the Recovery Operator will not attend a Breakdown and We may cancel the Policy. If in doing so results in the Recovery Operator attending a Breakdown where they otherwise would not have, You will be retrospectively charged for the attendance.

The Claims Handler will always decide on the best possible way of offering assistance after taking into account individual circumstances. If the assistance they offer does not suit Your requirements, then You may request alternative assistance on a Paid Basis.



Definition of Words

Within this Policy certain words have a special or specific meaning. These words will appear throughout this Policy with a capital letter.

- Accident Where the Insured Vehicle is involved in an incident that happens unexpectedly and unintentionally.
- Administrator Reach Financial Services Limited, trading as Cover My, Kempton House, Kempton Way, Dysart Road, Grantham NG31 7LE.

Reach Financial Services Limited is authorised and regulated by the Financial Conduct Authority. FCA Register Number 302801. Details of the extent of Reach Financial Services Limited's regulation by the Financial Conduct Authority are available from Reach Financial Services Limited on request. Registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register.

- Breakdown / Broken Down Where the Insured Vehicle is immobile and has ceased to function as a result of:
 - an electrical or mechanical failure; or
 - (within the UK only) misfuelling or running out of fuel or electrical charge; or
 - the failure of the Insured Vehicle's battery; or
 - a flat, blown or punctured tyre.

Breakdown does not include where the cause is as a result of:

- an Accident, fire or flood; or
- any theft or act of vandalism; or
- not being able to gain access to the Insured Vehicle; or
- not being able to start the Insured Vehicle due to the loss or damage of keys or device used to gain access to the Insured Vehicle or their failure to function.

Please Note:

- 1) The failure of a component (e.g. heating or air condition system) does not constitute a Breakdown unless it results in the Insured Vehicle ceasing to function.
- 2) The illumination of any of the Insured Vehicle's warning lights will only constitute a Breakdown if the manufacturer's handbook confirms that immediate attention is required, and the Insured Vehicle should not be driven. In all other cases, You need to make Your way to a place of repair, and any Breakdown cover within this policy will not apply.
- Caravan / Trailer Any caravan or trailer that:
 - has a maximum gross weight no greater than 3.5 tonnes, and
 - is no longer than 7 metres (23 feet) in length, excluding draw bar and coupling; and
 - has a maximum width of 2.44 metres (8 feet).
- **Claim** Any request for assistance, service or a benefit under any section of this Policy.
- Claims Handler Emergency Assist Limited, Exchange Square, Wisbech, Cambridgeshire, PE13 1EF.
- Excess The amount that You must pay towards any successful Claim.

Please Note: In the event of a Breakdown, You will be charged the amount of excess shown on Your Policy Schedule for each call out in order for one of the Recovery Operators to attend.

Attention! Call out number 01945 425307



- Europe For the purpose of this Policy Europe consists of Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.
- Inception Date The date Your Policy starts as stated on Your Policy Schedule.
- Inception Period A period of 46 hours from the Inception Date during which You, or anyone driving the Insured Vehicle, are not permitted to make a Claim on this Policy. If a change of Insured Vehicle takes place, a further inception period will apply from the date the change takes effect.
- Insured Vehicle -The vehicle which We have agreed to cover and which is shown on Your current Policy Schedule as being covered under this Policy or if You have selected the Personal Cover, the vehicle that You are driving at the time of Breakdown.

Eligible vehicles include any privately owned car, van or motor bike which is owned by You or is Your responsibility and:

- are up to a maximum age of 21 years from date of first registration; and
- are registered in the UK; and
- are maintained and serviced in line with the manufacturer's guidelines; and
- have a current MOT certificate (where applicable), valid insurance and road tax; and
- have a maximum gross weight no greater than 3.5 tonnes; and
- are no longer than 6 metres in length; and
- have a maximum width of 2.44 metres; and
- are not used for any commercial purpose.

Please note that campervans and motorhomes are excluded from this Policy.

- Market Value A reasonably determined value for Your Insured Vehicle, using recognised industry data, based upon, but not limited to, vehicles of an equivalent age, make, model and mileage.
- Misfuel / Misfuelled / Misfuelling Instances where the Insured Vehicle has been fuelled with an incorrect fuel type (e.g.by putting diesel in a petrol vehicle or petrol in a diesel vehicle). Please note this is only covered in the UK.
- National Recovery If Your Insured Vehicle cannot be repaired within the same working day, the Claims Handler will arrange to transport Your Insured Vehicle, You and up to 4 passengers to one destination within the UK subject to the terms of Your Policy.
- Paid Basis Assistance that You will have to pay for separately outside of the terms of this Policy because the
 circumstances aren't covered under Your Policy. Assistance on this basis constitutes a separate agreement outside
 of this Policy.
- **Policy** The terms and conditions contained in this document, along with Your Policy Schedule, all of which forms the basis of the agreement between Us and You.
- **Policyholder** The person named on the Policy Schedule.
- **Policy Schedule** The document containing Your name, address, Insured Vehicle details, the Term of cover and other important information which must be read in conjunction with the Policy.
- **Recovery Operator** Any person appointed or instructed by the Claims Handler to provide Breakdown assistance services on their behalf.
- Roadworthy Condition The Insured Vehicle has been driven regularly within the last 30 days and maintained
 and serviced in line with the manufacturer's guidelines, this means Your Insured Vehicle holds a current MOT
 certificate (where applicable), valid insurance, road tax and there are no known faults with the Insured Vehicle.
- **Temporary Repair** A repair undertaken at the roadside by a Recovery Operator that will allow the Insured Vehicle to be driven safely but which will still need additional investigation or work to prevent a further Breakdown.

Attention! Call out number 01945 425307



- **Term** The duration of this Policy, which is for the period of time between the Inception Date and expiry date, as stated on the Policy Schedule.
- Trip A journey abroad in Your Insured Vehicle to the countries of Europe, commencing and ending in the UK.

Please Note: Cover only applies to Trips that do not exceed 30 consecutive days or 90 days in total in any Term of this Policy.

- **UK** England, Scotland, Wales and Northern Ireland.
- **We / Us / Our** Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number SE17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

Details about the extent of Our regulation by the Prudential Regulation Authority are available from Us on request. Annual reports on our solvency and financial position can be found at https://www.fortegra.eu/solvency-and-financial-condition-report

• You / Your - The person named on the Policy Schedule and/or any other authorised occupant of the Insured Vehicle (other than a hitch hiker).



Policy Types

The Policy type will be stated on Your Policy Schedule.

Personal Cover

Following a Breakdown, the Claims Handler will provide assistance in accordance with the terms of this Policy to the Policyholder or any named person stated in the Policy Schedule whilst they are the driver or passenger of any Insured Vehicle.

Vehicle Cover

Following a Breakdown, the Claims Handler will provide assistance in accordance with the terms of this Policy for any Insured Vehicle or vehicles stated in the Policy Schedule subject to the terms of this Policy. The Claims Handler reserves the right not to offer assistance under the terms of this Policy in respect of any Insured Vehicle or vehicles not stated in the Policy Schedule. Should any vehicle be acquired during the Policy Term for which cover under this Policy is required You must inform the Administrator immediately.

Single Trip Cover

The Claims Handler will provide You with assistance in the UK and Europe for the Term stated on Your Policy Schedule.

Your Cover Level

Your selected cover level will be detailed on Your Policy Schedule.

Benefit	Cover Levels				
	Local Cover	National Cover	National & Home Cover	European Cover	
Local Cover	✓	✓	✓	✓	
Misfuel (within UK only)	✓	✓	✓	✓	
National Recovery	x	✓	✓	✓	
Onward travel	х	✓	✓	✓	
Emergency overnight accommodation	х	✓	✓	✓	
Home Cover	Optional	Optional	✓	✓	
Excess	Optional	Optional	Optional	Optional	
European Cover	х	х	х	√	
Trailer & Caravan	✓	✓	✓	✓	

You are permitted to make an unlimited number of Claims during the Term of this Policy in relation to the cover level You have selected. The maximum amount payable for any Claim from any one Breakdown, including any reimbursement costs, is £2,000, or the current Market Value of the Insured Vehicle, whichever is lower.

The Claims Handler will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.



Local Cover

Local cover includes labour time of up to and including one hour for roadside and/or recovery within a 25 mile radius of the Breakdown location.

What is covered

If Your Insured Vehicle has Broken Down within the UK, more than 1 mile from Your home, the Claims Handler will instruct a Recovery Operator to attend the scene of the Breakdown and where possible carry out a Temporary Repair to Your Insured Vehicle. If a Temporary Repair is not possible, the Claims Handler will also arrange for You, Your Insured Vehicle and up to four passengers to be taken to the nearest suitable garage or chosen location within a 25 mile radius of the Breakdown location.

If it is clear when You call the Claims Handler that a Temporary Repair will not be possible at the roadside, they will instead arrange to recover You, Your Insured Vehicle and up to four passengers to the nearest suitable garage or chosen location within a 25 mile radius from the Breakdown location.

This decision will be based on a number of factors, including the time of day, type of repair required, number of passengers, Your location and the safety of You, Your passengers and Our Recovery Operator.

In the event that the Breakdown is as a result of a flat, blown or punctured tyre, the following will apply:

- 1. If You have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a Recovery Operator will change the wheel.
- 2. If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel, then the Claims Handler shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within Your Policy up to a maximum of £40 inc. VAT, but the cost of any parts or tyre(s) required will be at Your cost.
- 3. Where a mobile tyre fitter is unable to be sourced, the Recovery Operator shall recover Your Insured Vehicle to the nearest garage able to effect a repair. This is where assistance under this Policy will end.

- 1. Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.
- 2. A Breakdown which occurs outside of the UK.
- 3. The exclusions detailed within the General Exclusions section of this Policy also apply.



Home Cover

Home Cover includes assistance if Your Insured Vehicle should Breakdown at home or within one (1) mile of Your home.

What is covered

If Your Insured Vehicle has Broken Down within the UK, and is within 1 mile of Your home the Claims Handler will instruct a Recovery Operator to;

- 1. Attend the scene of the Breakdown and where possible carry out a Temporary Repair, and/or,
- 2. Recover the Insured Vehicle to a suitable garage. The garage maybe chosen by You however must be within a 25 mile radius of the site of the Breakdown.

In the event that the Breakdown is as a result of a flat, blown or punctured tyre the following will apply:

- 1. If You have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a Recovery Operator will change the wheel.
- 2. If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel, then the Claims Handler shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within Your Policy up to a maximum of £40 inc. VAT, but the cost of any parts or tyre(s) required will be at Your cost
- 3. Where a mobile tyre fitter is unable to be sourced, the Recovery Operator shall recover Your Insured Vehicle to the nearest garage able to effect a repair. This is where assistance under this Policy will end.

- 1. Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.
- 2. A Breakdown which occurs outside of the UK.
- 3. The exclusions detailed within the General Exclusions section of this Policy also apply.



National Cover

National Cover includes all the benefits of local cover, along with additional benefit options should it not be possible to complete repair to Your Insured Vehicle the same day.

What is covered

In the event repairs to Your Insured Vehicle cannot be carried out the same day, You will be covered for either;

- 1. Recovery for You, Your Insured Vehicle and up to four passengers to Your home address or chosen location: Or
- 2. Onward Travel as explained in the Onward Travel section of this Policy Wording.

What is not covered

- 1. A Breakdown that occurs outside of the UK.
- 2. The exclusions detailed within the General Exclusions section of this Policy also apply.

Please Note: In the event the attending Recovery Operator is unable to transport You or any passengers within the recovery vehicle, You are able to arrange Your own alternative travel arrangements, subject to the Policy limits as set out in the 'Onward Travel in the UK' section of this document. In the instance of opting for taxi transportation however, in the event of a recovery agent not being able to transport You or any passengers, the maximum amount the Administrator would reimburse is £40 inc. VAT.



Onward Travel

Onward Travel includes alternative transport or overnight accommodation in addition to National Recovery.

What is covered

In the event that Your Insured Vehicle is recovered to a suitable garage and repairs cannot be carried out on the same calendar day, then, provided the services were requested at the same time as the Breakdown, You will be covered for either,

- 1. The cost of alternative second class rail travel (or the equivalent road travel) for You and up to 4 passengers to one destination within the UK. This will also include a return journey for one person to collect the Insured Vehicle upon completion of repairs. OR
- 2. If the Breakdown occurred more than 25 miles from Your home, the Administrator will reimburse You the cost of one night's hotel accommodation, excluding all food and drink, for You and up to 4 passengers. This is limited to a maximum of £40 inc. VAT per person or £200 inc. VAT for all persons. OR
- 3. The cost of a suitable self-drive hire car for up to 72 hours, up to a maximum of £250 inc. VAT to allow You to complete Your journey.
- 4. The cost of a taxi fare to transport You and any passengers up to a maximum of £40 inc. VAT per person, subject to the total being reimbursed being no greater than that of the total taxi fare.
- 5. The recovery of Your Insured Vehicle and up to four passengers to Your home address or a chosen location

Important: The Claims Handler will determine the most appropriate onward travel solution. The decision of the Claims Handler is based on a number of factors such as location, Insured Vehicle's fault and agent availability including relay requirements Each of the available options is on a reimbursement basis only and will not be paid for in advance. Receipts and/or invoices can be sent to the Administrator at **admin@covermy.co.uk** or You can send them to Cover My, Kempton House, Kempton Way, PO Box 9562, Grantham, Lincolnshire, NG31 0EA

- 1. Any hire car where You do not comply with the usual terms and conditions of the hire car company.
- 2. The Administrator will not cover the cost of:
 - I. delivery or collection of the hire car including the cost of any fuel in doing so.
 - II. any fuel consumed by You or any other driver during the period of hire.
 - III. any insurance excess payable under insurance for the replacement car.
- 3. Any costs which would have been incurred in the course of a journey if the Breakdown had not occurred.
- 4. Fines, parking charges, tolls and any congestion charges arising from the use of a hire car.
- 5. The Claims Handler will not supply a hire car of any specific make, model or type, or specially adapted vehicles or those with a tow bar.
- 6. The Claims Handler will not cover the cost of any food and/or drink incurred by You or any other driver or any passengers.
- 7. The exclusions detailed within the General Exclusions section of this Policy also apply.



European Cover

European cover includes assistance if Your Insured Vehicle should Breakdown during a Trip in Europe.

For annual European Cover, You are covered for up to 90 days of travel within Europe with no single Trip exceeding 30 days.

What is covered

If Your Insured Vehicle has Broken Down during a Trip within Europe, We will instruct a Recovery Operator to attend the scene of the Breakdown and where possible carry out a Temporary Repair to Your Insured Vehicle. If a Temporary Repair is not possible, We will also arrange for You, Your Insured Vehicle and up to four passengers to be taken to the nearest suitable garage.

If it is clear when You call the Claims Handler that a Temporary Repair will not be possible at the roadside, they will instead arrange to recover You, Your Insured Vehicle and up to four passengers to the nearest suitable garage straight away.

This decision will be based on a number of factors including the time of day, type of repair required, number of passengers, Your location and the safety of You, Your passengers and Our Recovery Operator.

In the event that the Breakdown is as a result of a flat, blown or punctured tyre, the following will apply:

- 1. If You have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a Recovery Operator will change the wheel.
- 2. If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel, then the Claims Handler shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within Your Policy, but the cost of any parts or tyre(s) required will be at Your cost.
- 3. Where a mobile tyre fitter is unable to be sourced, the Recovery Operator shall recover Your Insured Vehicle to the nearest garage able to effect a repair. This is where assistance under this Policy will end.

- 1. Any Breakdown which occurs more than 30 days after the start of a Trip, or more than 90 days of cover in Europe in any Term of this Policy.
- 2. Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.
- 3. The exclusions detailed within the General Exclusions section of this Policy also apply.



Onward Travel in Europe

Onward Travel in Europe includes alternative transport or overnight accommodation whilst travelling in Europe.

What is covered

In the event that Your Insured Vehicle is recovered to a suitable garage and repairs cannot be carried out on the same calendar day, then, provided services were requested at the same time as the Breakdown, the Administrator will pay for one of the following;

- 1. The cost of alternative second-class rail travel (or the equivalent road travel) for You and up to 4 passengers to one destination within Europe. This will also include a return journey for one person to collect the Insured Vehicle upon completion of repairs. This is limited to a maximum of £40 inc. VAT per person or £200 inc. VAT for all persons.
- 2. The cost of up to three night's hotel accommodation, excluding food and drink, for the driver and up to 4 passengers while Your Insured Vehicle is being repaired. This is limited to a maximum of £40 inc. VAT per person or £600 inc. VAT for all persons.
- 3. The cost of a suitable hire car for up 7 days while Your Insured Vehicle is being repaired, up to a maximum rate of £50 inc. VAT per day (£350 inc. VAT in total).
- 4. In the event that the Insured Vehicle cannot be repaired within 7 days the Administrator shall consider repatriating the Insured Vehicle back to the UK. It is important to note that:
 - I. any repatriation is solely at the discretion of the Administrator.
 - II. the costs do not exceed the Market Value of Your Insured Vehicle in its current state of repair.

Important: The above options are subject to the Administrators prior approval. Each of the available options is on a reimbursement basis only and will not be paid for in advance by the Administrator. Receipts and/or invoices can be sent to them at admin@covermy.co.uk or You can send them to Cover My, Kempton House, Kempton Way, PO Box 9562, Grantham, Lincolnshire, NG31 0EA

- 1 Any onward transportation costs where there has not been a valid Claim made under the European Cover section of this Policy.
- 2. Any hire car where You do not comply with the usual terms and conditions of the hire car company.
- 3. The Administrator will not cover the cost of;
 - I. delivery or collection of the hire car including the cost of any fuel in doing so.
 - II. any fuel consumed by You or any other driver during the period of hire.
 - III. any insurance excess payable under insurance for the replacement car.
- 4. Any costs which would have been incurred in the course of a journey if the Breakdown had not occurred.
- 5. Fines, parking charges, tolls and any congestion charges arising from the use of a hire car.
- 6. The Claims Handler will not supply a hire car of any specific make, model or type, or specially adapted vehicles or those with a tow bar.
- 7. Any misfuelling which occurs outside the UK.
- 8. The exclusions detailed within the General Exclusions section of this Policy also apply.



Misfuel

Misfuel includes assistance in the event of a Misfuelling incident in the UK.

What is covered

If Your Insured Vehicle is accidentally Misfuelled, the Administrator will pay on a reimbursement basis for the:

- 1. Draining of the fuel tank up to a maximum cost of £250 inc. VAT.
- 2. 10 litres or £20 inc. VAT worth, whichever is lower, of the correct fuel type to replenish the fuel tank.

To arrange a reimbursement of costs incurred within this section of the Policy, please send an email with a copy of the invoice from attending agent to support@emergencyassistltd.co.uk.

If You have selected the £30 Excess on Your Policy, this will not apply to a Misfuel Claim including any roadside assistance or local recovery required as part of a Misfuel Claim.

- 1. Fuel, other than the 10 litres or £20 inc. VAT worth of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- 2. Any misfuelling which occurs outside the UK.
- 3. Any Claim resulting from foreign matter entering the fuel system except for the intended fuel type.
- 4. The cost of onward transportation, hiring an alternative vehicle or overnight accommodation in the event of mechanical or component damage.
- 5. Any defect which is deemed NOT to be a direct result of Misfuelling or a defect which existed before the incident of Misfuelling.
- 6. Any reimbursement greater than £250 inc. VAT or the cost of services provided, whichever is lower.



General Exclusions

The following exclusions apply to all sections of Your Policy

- 1. Any Claim made within the Inception Period.
- 2. If the Insured Vehicle is not in a Roadworthy Condition at the time of Breakdown.
- 3. Any Claim for broken glass.
- 4. Any Claim resulting from the Insured Vehicle's lights, radio, chargers or any third party electronic devices being left on unintentionally, or otherwise, by anyone.
- 5. Any Insured Vehicle that is being used, or has been modified for use, in motor racing, track day events, rallies, speed tests or endurance events
- 6. Any Insured Vehicle which requires specialist repairs as a result of modification of any kind unless previously agreed by the Administrator.
- 7. Any liability, consequential damage or consequential loss as a result of assistance being provided by a Recovery Operator.
- 8. Any Claim where this Policy is being used by the Policyholder or any other driver of the Insured Vehicle to avoid the cost of repairing or recovering the Insured Vehicle.
- 9. Any Insured Vehicle which is already at a garage or other place of repair.
- 10. Any Insured Vehicle which does not have a current MOT certificate (where applicable), valid insurance, road tax and proof of service history at the point of first notification of Breakdown.
- 11. Any Claim relating to a Caravan or Trailer Breakdown. If Your Insured Vehicle Breaks Down whilst towing a Caravan or Trailer, the Claims Handler will also arrange for Your Caravan or Trailer be recovered to the same location as Your Insured Vehicle.
- 12. Recovery of Your Insured Vehicle to more than one destination including a second recovery or attendance by a Recovery Operator as the original destination was not able to accept Your Insured Vehicle for any reason.
- 13. A garage or other place of repair undertaking work on Your Insured Vehicle will be acting as an agent on Your behalf and as such We bear no responsibility or liability for any advice, work or action undertaken, or given, by them.
- 14. Any charges incurred by You prior to notification of Breakdown to the Claims Handler.
- 15. Any campervan or motorhome.
- 16. Where the Administrator can evidence that this Policy is being used by the Policyholder or any other driver of the Insured Vehicle to avoid the cost of repairing or recovering the Insured Vehicle or where a known fault existed with the Insured Vehicle prior to the Inception Date.
- 17. Any Claim where the Insured Vehicle is immersed in mud, snow, sand or water. This also extends to any Breakdown as a result of contact with the above.
- 18. Any Breakdown as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven Insured Vehicle.
- 19. Any Insured Vehicle being used for, or in conjunction with, any private or public hire, or any courier or delivery services, including removal services.
- 20. The cost of any parts, components, lubricants or materials required to repair Your Insured Vehicle
- 21. The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.
- 22. Any charges incurred by You where providing assistance under this Policy would be deemed unlawful.
- 23. Any Breakdown where Your Insured Vehicle is not accessible when the Claims Handler has been informed otherwise.
- 24. The cost of any specialist recovery equipment required as a result of Your Insured Vehicle being in an inaccessible location.
- 25. Recovery of Your Insured Vehicle which cannot be undertaken in a safe and legal manner.
- 26. Any Claim for, or arising from, loss or damage to the contents of, or within, Your Insured Vehicle.
- 27. Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering Your Insured Vehicle.
- 28. Any charges or costs incurred by You as a result of You deciding to scrap Your Insured Vehicle.
- 29. The Administrator is not chargeable, or liable, as the result of a Breakdown for any financial loss You may incur, such as, but not limited to, loss of earnings, missed appointments or missed flights, trains or other pre-purchased transport tickets.

Attention! Call out number 01945 425307



- 30. Any Claim where money is owed to the Administrator under this Policy.
- 31. Assistance following a Breakdown or Accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the Insured Vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You.



Nature of Emergency Breakdown Cover

Recovery Operators are trained and equipped to undertake a Temporary Repair at the roadside where applicable and are not in a position to comment on the general roadworthiness or safety of the Insured Vehicle, before, during or after a Breakdown or repair.

Furthermore, the completion of a Temporary Repair cannot be taken to signify, or in any way guarantee, the general roadworthiness of the Insured Vehicle concerned and attention should always be sought from a garage or alternative place of repair.

Cancellation of Your Policy

You can cancel Your Policy within the first 14 days of the Policy Inception Date, or upon receipt of these terms and conditions, whichever happens later. Unless You have made a Claim during this period, the Administrator shall refund your premium in full, outside of this period no refund is available.

If You fail to satisfy the terms of Your Policy, the Administrator may choose to cancel Your Policy during the Policy Term by giving You 14 days written notice of cancellation to the last address You provided Us with.

Examples of when the Administrator might do this includes You not paying any amount when due, the Administrator discovering that Your Insured Vehicle is no longer eligible for cover, etc. If You have made a Claim during the first 14 days or cancel Your Policy after this period, then there will be no refund of premium due to You.

What to do if you have a Complaint

If Your complaint is about the sale or administration of the Policy, or the Policy itself, please contact the Administrator:

- by email on admin@covermy.co.uk; or
- by telephone on 0800 980 5134; or
- by writing to Cover My, Kempton House Kempton Way Dysart Road Grantham NG31 7LEQ.

If Your complaint is about the handling of a Claim, please contact the Claims Handler:

- by telephone on 01945 586200; or
- by writing to Emergency Assist Limited, Complaints Department Emergency Assist Limited, Exchange Square Wisbech, Cambridgeshire. PE13 1EF

The Administrator/Claims Handler will acknowledge Your complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the Administrator/Claims Handler cannot resolve Your complaint within this period, they will notify You in writing to confirm the reasons why. In this case, or if Your complaint is not resolved to Your satisfaction, the Administrator/Claims Handler will advise You of Your rights to refer Your complaint to The Financial Ombudsman Service, free of charge:

- by submitting Your complaint online please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect You to have followed the above procedure before they accept Your case.

Following this complaints procedure does not affect Your legal rights.



Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, We cannot meet Our liabilities under this Policy. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the Claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk. The FSCS can be contacted:

- online by completing the form on the FSCS website <u>www.fscs.org.uk/contact-us/</u>; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/.



Sanctions

We shall not provide any benefit under this Policy to the extent of providing cover, payment of any Claim or the provision of any benefit, where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Third Party Rights

Except where otherwise required by law, You and We have agreed that:

- it is not intended for any third party to this Policy to have the right to enforce the terms of this Policy; and
- You and We can rescind or vary the terms of this Policy without the consent of any third party to this Policy who might seek to assert that they have rights under this Policy.

Applicable Law

This Policy shall be subject to the law of England and Wales, unless We and You agree otherwise.



Data Protection

Fortegra Europe Insurance Company SE (the Data Controller) is committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process Your personal data.

How We Use Your Personal Data

We may use the personal data We hold about You for the purposes of performing Your contract of insurance, this includes providing insurance that You request of Us and administering the same; including handling Claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may collect and use special categories of data from you for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) DPA 2018. We may also use Your data to safeguard against fraud and money laundering and to meet Our general legal and regulatory obligations.

Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer Your personal data to destinations outside of the UK or the European Economic Area ("EEA"). Where We transfer Your personal data outside of the UK or EEA, We will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of Your data, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the Policy, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You require more information or have any questions concerning Our use of Your personal data, Our full Privacy Policy can be found at https://www.fortegra.eu/privacy-policy. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company SE., Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.

Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

