## Breakdown Kwik Assist Roadside Plus How are you covered?





## Vehicle Breakdown Cover - Policy Summary

The following summary for Kwik Assist Roadside Plus Breakdown Cover does not contain the full terms and conditions of the Breakdown policy. For a full explanation of the terms and conditions, please look at the main policy wording.

#### How to make a claim

If **Your Vehicle** breaks down please call **Our** 24 hour Control Centre on **0333 000 1400**. Please have **Your** return telephone number, and the precise **Vehicle** location available.

#### **Level of Cover**

There are 4 levels of Kwik Assist Breakdown cover, You have selected Kwik Assist Roadside Plus.

#### **Roadside Plus**

If **Your Vehicle** breaks down due to mechanical or electrical failure, which is more than one mile from the registered home address and during the course of a journey, service will be provided in accordance with the policy wording. **We** will provide cover for roadside assistance or recovery to a local garage (not including parts and labour) during the **Period of Insurance** and within the **Territorial Limits** shown in the policy wording.

Significant Features and benefits	Refer to
Roadside Assistance	Section 1
Local Vehicle Recovery	Section 1
If the Vehicle cannot be repaired the same day, transportation of You and Your Vehicle to Your home or Your original destination or repairer of Your choice, or up to £250 for; a group C hire car for 24 hours or public transport or overnight bed and breakfast accommodation.	Section 3
If You have purchased 'personal cover', any car You are travelling in will be covered for mechanical or electrical Breakdown in line with the level of cover shown in other sections.	Section 5

Significant Exclusions (For a full list of exclusions, please refer to the policy terms and conditions)	Refer to
Any labour charges other than up to one hour at the roadside	Section 1
More than six callouts per year	Section 1
The costs of any parts or materials used to repair Your Vehicle	Section 1
The cost of any replacement fuel supplied if Your Vehicle runs out	Section 1

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Significant Exclusions Continued (For a full list of exclusions, please refer to the policy terms and conditions)	Refer to
Call outs within one mile of the registered home address	Section 1
If Your Vehicle breaks down within 24 hours of buying this policy	Definitions (Period of Insurance)
Vehicles not in a roadworthy condition at the start of the policy, or if Your Vehicle has not been maintained as per the manufacturer's recommendations	General Exclusions
Personal cover is only available if You are with the car at the time of the Breakdown and when help arrives.	Section 5
Vehicles exceeding (including any load carried) 3500kg, length 7m, height 3m, width 2.25m	Definitions (Vehicle)
Vehicles used by You for Hire or Reward or in the provision of courier services	Definitions (Vehicle)
The cost of draining or removing contaminated fuel or other fluids	General Exclusions

#### Your right to cancel

We hope that You are happy with the cover Your policy provides. However You have the right to cancel this policy within 14 days of receiving Your policy documents or the start date of the policy, whichever is the latter. To do this, please call Kwik Fit Insurance Services on 0800 519 0000. If this happens, and You have not made a claim on Your Breakdown cover You will receive a full refund. If You cancel within 14 days and You have made a claim the premium will be charged in full. After the 14 days have expired, the policy may still be cancelled. For full details of the cancellation process, please refer to section 9 of the policy wording.

#### **Policy Duration**

This is an annual policy. Please refer to Your welcome letter for the date cover is effective from.

#### What to do if You have a complaint

The full complaints procedure is shown in the policy wording (section 8). A copy will also be sent on request. If **You** have a complaint regarding the standard of service **You** have received under **Your** policy, **You** should contact the policy administrator:

....in writing: Quality Department, Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN

....by phone: 0844 338 5799

....by email: quality@intana-assist.com

If **You** are still dissatisfied, short of court action, **You** can ask the Financial Ombudsman Service to review **Your** case. This must be done within six months of **Our** final decision. Contact details are: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Telephone: **0800 023 4567** (landline) or **0300 123 9123** (mobile). www.financial-ombudsman.org.uk.

#### Service Provider and Insurer

This service is provided by Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. **Our** registered Head Office is located at Cutlers Exchange, 123 Hounsditch, London, EC3A 7BU. Registered in England and Wales No. 00758979. This insurance is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No. 354568. (FCA register number 202039).

Collinson Insurance Services Limited (FCA register number 311883) is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

#### Are We covered by the Financial Services Compensation Scheme (FSCS)?

Collinson Insurance Services Limited and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations **You** may be entitled to compensation under the scheme. More information can be obtained from www.fscs.org.uk. The contact information is: 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: **0800 678 1100** E-mail: enquiries@fscs.org.uk.

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# Noadside Plus Breakdown Cover - Policy Wording

Please read this policy wording to make sure You have the level of cover You need and to help You use the service.

## 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 **Vehicle Breakdown** whilst away from their home and within the UK. Kwik Fit Insurance Services has not made a personal recommendation as to the suitability of this policy to **Your** individual circumstances. 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.

The premium is payable;

- Annually by credit or debit card, or
- Monthly by direct debit installments.

Whichever of these payment methods **You** use, Kwik Fit Insurance Services will automatically renew **Your** policy unless **You** tell them otherwise. Kwik Fit Insurance Services will write to **You** before the policy renewal date to remind **You** of this and to let **You** know what the new payments will be. Insurance Premium Tax, also known as IPT, is an indirect tax levied by the UK government on all insurance premiums and will be included in the premium **You** pay where applicable.

**You** irrevocably authorise Kwik Fit Insurance Services to receive on **Your** behalf any premium refund due to **You**, for any reason, from **Your** insurer or any other person in relation to this insurance. Kwik Fit Insurance Services may take away from this any amount that **You** owe them or their debt recovery agents. Kwik Fit Insurance Services will then refund **You** the balance.

#### **Vehicle Health Check**

This policy operates on the basis that **You** will have had **Your Vehicle** properly serviced and maintained in accordance with the manufacturer's specifications.

Please keep proof of regular servicing in the event of any dispute. If **You** call **Us** for assistance and **Our** Recovery Operator reports to **Us** that it is evident **You** have not maintained **Your Vehicle** in roadworthy condition, **You** will have to pay all the costs arising from the assistance provided.

#### **Change of Vehicle**

This policy only covers the **Vehicle** registered on **Our** database, therefore any change must be notified to Kwik Fit Insurance Services immediately by telephone on **0800 519 0000**. Please have **Your** policy number, the new registration, make, and model of **Your 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.

#### **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 unless **You** live in Jersey in which case the law of

Jersey will apply and the Jersey courts will have exclusive jurisdiction.

#### Language

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

## Definitions

#### **Breakdown**

Mechanical breakdown, accident, vandalism, fire, theft or attempted theft, flat battery, key breakage, accidental damage to tyres, running out of fuel or putting the wrong fuel in **Your Vehicle**, occurring during the **Period of Insurance** and within the **Territorial Limits**.

#### **Hire or Reward**

Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

#### **Period of Insurance**

The 12 month period starting from the commencement date shown on the welcome letter. Please note that there is no cover for a **Breakdown** within the first 24 hours following **Your** initial purchase of this policy.

#### **Replacement Parts**

Those mechanical or electrical components that are essential to return the **Vehicle** to a roadworthy condition.

#### 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**

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

#### Us, We, Our

Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.

#### Vehicle

The **Vehicle** or caravan/trailer being under 20 years old at the date of inception, and registered with Intana. This includes cars, motorised caravans, light vans, estate cars, and 4X4 sport utility vehicles. Each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3500kg, length 7m, height 3m, width 2.25m, and not carrying more than the number of persons recommended by the manufacturer and for whom seats are available, with a maximum of 8 persons, including the driver. Not used by **You** for **Hire or Reward** or in the provision of courier services.

#### You. Your

The person named on the welcome letter or any other authorised occupant of the insured **Vehicle** (other than a hitch hiker).

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# Part A - Annual Cover - for Motoring Assistance within the UK Territorial Limits

Cover applies as described in sections 1 to 5

#### **Section 1: Roadside Assistance**

What to do if You Breakdown

If Your Vehicle breaks down please call Our 24 hour Control Centre on: 0333 000 1400.

When calling for assistance please quote reference "F11". Please have the following information ready to give to **Our** Rescue Controller, who will use this to validate **Your** policy.

- 1. Your return telephone number with area code
- 2. Your Vehicle registration
- 3. The precise location of **Your Vehicle** (or as accurate as **You** are able in the circumstances)
- 4. The fault with Your Vehicle
- 5. Any other information that will be useful to Us

**We** will take **Your** details and ask **You** to remain by the telephone **You** are calling from. Once **We** have made all the arrangements **We** will telephone **You** to advise who will be coming out to **You** and how long they are expected to take. If calling from a mobile phone, it must be switched on and available to take calls at all times.

Please remember to guard **Your** safety at all times but remain with or nearby **Your Vehicle** until **Our** Recovery Operator arrives. Once **Our** Recovery Operator arrives at the scene please be guided by their safety advice.

On motorways use the nearest emergency telephone and provide the Police with **Our** contact number and **Your** policy details. The Police may arrange for **Your** recovery from the motorway. In this case contact **Us** when **You** reach an ordinary phone or use a mobile. If the local Police call for a recovery vehicle to tow **You** from the motorway, and **You** are asked to pay on the spot for this service, **You** should send **Us** the original receipt.

Remember, to comply with the policy terms and conditions You must contact Us before incurring any expenses in order to obtain Our prior authorisation.

#### **Your Cover**

If **Your Vehicle** is immobilised or rendered unroadworthy as a result of a **Breakdown**, **We** will arrange and pay for:

- 1.1 callout and up to one hour's labour for assistance at the roadside, and if necessary;
- 1.2 the transportation of **Your Vehicle**, **You** and up to 7 passengers to the nearest **Suitable Garage**.

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The choice of **Suitable Garage** shall be at **Our** discretion. **You** will be responsible for paying any costs which are not covered, directly to repairer, the toll authority or sea transit carrier as appropriate.

#### **Exclusions applying to this section:**

- a) roadside labour charges in excess of 1 hour
- b) any labour charges incurred at the repairer's premises
- c) the cost of Replacement Parts or materials used to repair Your Vehicle
- d) toll and ferry charges for Your Vehicle
- e) any winching charges or the use of specialist equipment
- f) more than 6 call outs per policy per year
- g) attendance at, or within, one mile from Your home address
- h) the cost of any replacement fuel supplied if Your Vehicle runs out
- i) anything mentioned in the General Exclusions.

#### **Section 2: 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.

#### **Section 3: Vehicle Recovery/ Onward Transportation**

In the event of loss of use of the **Vehicle** caused by a **Breakdown**, and it is apparent repairs cannot be effected by the end of the working day in which the **Breakdown** occurred, **We** will arrange to pay the cost of alternative transport to enable **You** to complete **Your** journey.

- 3.1 **We** will pay for the transportation of **Your Vehicle**, **You** and up to 7 passengers to:
- i) Your home address, or
- ii) Your original destination anywhere within the UK, or
- iii) a **Suitable Garage** either in the vicinity of the **Breakdown** location, or to a **Suitable Garage** of **Your** choice. The means of transport will be at **Our** discretion.
- 3.2 Or, if **Your Vehicle** has been stolen and has not been recovered by the end of the working day, **We** will arrange and pay for **You** and up to 7 passengers, by one direct journey, to return to **Your** home address or original destination anywhere within the UK.
- 3.3 Or, if **Your Vehicle** has not been transported in accordance with the above, **We** will arrange and pay up to £250 in total for one of the following benefits:-
- i) a hire car, where available, for up to 24 hours to either continue **Your** journey or return home anywhere within the UK. **We** will pay for hire charges up to a group C vehicle, collision damage waiver and any necessary drop off charge, but **You** will be responsible for the cost of any fuel used. Please note: **You** will be responsible for any damage to the hire car and any excess imposed by the hire car provider. **You** must be able to satisfy the requirements of the hire car provider, as to an acceptable driving licence and minimum driver age. The provider will also require sight of **Your** credit or debit card before releasing the vehicle to **You**. **We** will also pay for the cost of one single standard class rail ticket to enable **You** to collect **Your Vehicle** once repairs have been carried out.

If **We** are unable to arrange a suitable hire car as **Your** party is too large, or where it is not available under the supplier's hire terms, **You** will have to select one of the other two benefits from this section;

- ii) Or, **We** will cover the cost for **You** to either continue **Your** journey or return home, anywhere within the UK, by public transport. The means of such public transport shall be at **Our** discretion. **We** will also pay the cost of one single standard class rail ticket to enable **You** to collect **Your Vehicle** once repairs have been carried out.
- iii) Or, at **Our** discretion, **We** will cover the cost of providing necessary bed and breakfast overnight accommodation for **You** and up to **7** passengers in a local hotel while awaiting repairs. This only applies if the **Breakdown** has occurred at a late hour and **You** are more than 25 miles from **Your** home address.

#### **Exclusions applying to this section:**

- a) any costs which would have been incurred had no claim arisen
- b) toll and ferry charges for Your Vehicle
- c) Long distance transport of **Your Vehicle** to the premises where **Your Vehicle** was purchased solely to claim under a warranty, when a suitable repair can be carried out at or near the scene of the **Breakdown**
- d) Fines, parking charges and any congestion charges arising from use of a hire vehicle
- e) anything mentioned in the General Exclusions.

#### Section 4: Medical Transfer & General Assistance

You may telephone Our 24 hour Control Centre in connection with the following:-

- 4.1 Emergency medical transfer if **You** are hospitalised away from home, during the course of a journey within the **Territorial Limits** in the **Vehicle**. **We** will organise medical transfer as appropriate, but **You** will be responsible for paying any and all costs and expenses incurred in such a transfer.
- 4.2 We can provide assistance for motoring-related problems that are not covered under this policy or where You would like Us to assist additional passenger numbers, who exceed the maximum of 7, stated within this policy. We will organise callout of a repairer to render assistance, but You will be responsible for paying, directly to the repairer:
- all callout and labour costs, which will be based on **Our** nationally negotiated scale of charges;
- the cost of **Replacement Parts** or other materials used in the repair.

#### **UK Annual Motoring Assistance**

On motorways use the nearest emergency telephone and provide the police with **Our** contact number and **Your** policy details. The police may arrange for **Your** recovery from the motorway. In this case contact **Us** when **You** reach an ordinary phone or use a mobile. If the local police call for a recovery vehicle to tow **You** from the motorway, and **You** are asked to pay on the spot for this service, **You** should send **Us** the original receipt.

Remember, to comply with the policy terms and conditions **You** must contact **Us** before incurring any expenses in order to obtain **Our** prior authorisation.

#### Section 5: Personal Cover

If **You** have purchased personal cover, in addition to the **Vehicle You** drive and have told **Us** about, any car **You** are travelling in will be covered for mechanical or electrical **Breakdown** in line with the level of cover shown in the other sections of this policy document. Personal cover is only available if

You need help in the UK and if You are with the car at the time of the **Breakdown** and when help arrives.

Please check Your welcome letter to confirm whether You have purchased this cover

### Part B - General Terms Applying to All Sections

#### **Section 6: General Exclusions**

This policy does not cover the following:-

- 6.1 Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful D.I.Y. dismantling and/or reassembly; and kit cars
- 6.2 Any subsequent call outs for any symptoms related to a claim which has been made within the last 28 days, unless Your Vehicle has been fully repaired at a Suitable Garage, declared fit to drive by Our recovery agent, or is in transit to a pre-booked appointment at a Suitable Garage
- 6.3 **Breakdowns** caused by failure to maintain **Your Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water
- 6.4 Service if Your Vehicle is being used for motor racing (whether against the clock or other competitors), rallies, track days, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
- 6.5 Service if Your Vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where Your Vehicle is not accessible or cannot be transported safely and legally using a standard transporter
- 6.6 **Vehicles** not in a roadworthy condition at the time cover is effected
- 6.7. Any deliberately careless or deliberately negligent act or omission by You
- 6.8 **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 **Your Vehicle** from a repairer or for any time that has to be taken off work because of a **Breakdown**
- 6.9 Loss or destruction or damage, or any loss or expense whatsoever resulting from:-
- a) Ionising radiation or contamination by radioactivity from 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 or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances
- c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, military or usurped power.

- 6.10 Any cost recoverable under any other insurance policy that You may have
- 6.11 The cost of food, drinks, telephone calls (whenever possible, **We** will call **You** back as soon as possible) or other incidentals
- 6.12 Ferry and toll charges, fines or penalties imposed by the courts or congestion charges arising under this policy
- 6.13 Any winching costs or specialist off-highway equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a **Vehicle** which has left the highway or is overturned or without wheels, would be considered specialist. Once **Your Vehicle** has been recovered to a suitable location, normal service will be provided
- 6.14 Assistance following a **Breakdown** or accident attended by the police or other emergency services until they have authorised **Your Vehicle's** removal
- 6.15 The cost of draining or removing contaminated fuel or other fluids. **We** will arrange local recovery, but all other costs incurred will be at **Your** expense
- 6.16 Any costs for locksmiths, glass replacement or tyre specialists are Your responsibility
- 6.17 Claims arising from faults which were known to **You** at the time of applying for this policy or at any time prior to the commencement date of the **Period of Insurance**
- 6.18 Any cost that would have been incurred if no claim had arisen
- 6.19 Any caravan/trailer which exceeds 3500kg, 7 metres in length, 3 metres in height or 2.25 metres in width, and where it is not attached to **Your Vehicle** with a standard towing hitch
- 6.20 Vehicles not registered with Us
- 6.21 Repair and labour costs other than one hour roadside labour at the scene
- 6.22 The cost of fuel, oil or insurance for a hire vehicle
- 6.23 Service if You already owe Us money
- 6.24 Any costs incurred where service cannot be effected because **Your Vehicle** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, mechanisms for unlocking the wheels, or whatever comes as standard to deal with a puncture or change of wheel
- 6.25 Overloading of Your Vehicle or carrying more passengers than it is designed to carry
- 6.26 Expenses incurred before the claim is reported to and authorised by Us
- 6.27 The charges of any other company (including police recovery) other than **Our** Recovery Operator or car hire or accommodation charges except those authorised by **Us**
- 6.28 Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**
- 6.29 Any claims relating to the following:-
- a) Vehicles in excess of 3,500 kg (3.5 tonnes) in weight
- b) Vehicles more than 7 metres (23 feet) long, 2.25 metres (7 feet) wide and 3 metres (10 feet) high.
- 6.30 More than 6 callouts per year

- 6.31 If You request assistance because Your Vehicle is not secure or has a fault with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and Your safety is compromised
- 6.32 Assistance if **Your Vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport
- 6.33 Any cover which is not specifically detailed within this policy
- 6.34 Assistance following glass breakage, unless this occurs during the course of a journey on a motorway and Your safety is compromised. In this circumstance and provided a replacement glass company cannot assist You, We will only provide a tow to the nearest location which is a Service Station or Petrol Station. All costs thereafter will be Your responsibility. This facility is only available if the main windscreen is broken and excludes side screens
- 6.35 Claims arising from loss of or damage to contents of the Vehicle
- 6.36 Immobilisation of, or damage to, the **Vehicle** or any component, or travel delay or any subsequent loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date
- 6.37 Any Breakdown occurring within 24 hours following Your initial purchase of this policy
- 6.38 The cost of any parts, components or materials used to repair the Vehicle
- 6.39 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**.

#### **Section 7: General Conditions**

- 7.1 You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or Breakdown covered under this policy. You must act as if You are not insured. You must take all steps necessary to expedite the completion of repairs, and You shall not abandon Your Vehicle or any of its parts to Us without Our authorisation
- 7.2 We cannot accept responsibility for the transportation of pet animals or livestock carried within Your Vehicle or Your towed caravan or trailer at the time of a Breakdown. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a Breakdown, would not be covered by this policy
- 7.3 You must answer all questions about this policy honestly and fully at all times. You must also tell Us straight away if anything that You have already told Us changes. If You do not tell Us, Your policy may be cancelled and any claim You make may not be paid
- 7.4 We will not accept liability for expenses incurred without Our prior knowledge or consent and the Emergency Centre must be contacted when an incident arises that may be the subject of a claim. Please telephone Us first

- 7.5 **We** are entitled to take over **Your** rights in the defence or settlement of a claim or to take proceedings in **Your** name for **Our** own benefit against another party and **We** shall have full discretion in such matters
- 7.6 If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, We offer You the option of resolving this by using the arbitration procedure We have arranged. Please see the details shown in section 8 complaints procedure. Using this service will not affect Your legal rights
- 7.7 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to **Us**
- 7.8 **You** will be required to reimburse to **Us**, within seven days of **Our** request to **You**, any costs or expenses **We** have paid out on **Your** behalf which are not covered under the terms of the insurance
- 7.9 A garage or specialist undertaking repair work on **Your** instructions and which is not specifically covered under this policy will be acting as **Your** agent for such repair work
- 7.10 At the time of a claim, at **Our** request **You** must provide evidence of proper servicing of **Your Vehicle**
- 7.11 If **You** have a road traffic accident, **You** must supply **Your** motor **Vehicle** insurance details to **Us** when **We** ask for this information. The incident must be reported to the insurer
- 7.12 We 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.
- 7.13 **You** must comply in full with the terms and conditions of this policy before a claim will be paid.

  Please read this policy carefully, and if unsure as to what is covered or excluded, contact Kwik

  Fit Insurance on **0800 519 0000**
- 7.14 In the event of an emergency or any occurrence which may give rise to a claim for substantial costs under this policy, **You** must contact **Us** as soon as practicable. **You** must make no admission, offer, promise or payment without **Our** prior consent. **Please telephone Us first**
- 7.15 **We** may, at any time, pay to **You Our** full liability under this policy after which no further liability shall attach to **Us** in any respect or as a consequence of such action
- 7.16 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 unless **You** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.
- 7.17 **We** reserve the right to recover **Your** immobilised **Vehicle** in accordance with and subject to any legislation which affects drivers' working hours
- 7.18 In the event **You** use the service and the fault 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

#### **Section 8: Complaints Procedure**

#### **Our Promise of Service:**

If **You** are unhappy with the service that has been provided regarding the sale of **Your** Breakdown policy, **You** should contact **Us** at the address below.

Customer Relations Manager Kwik Fit Insurance Deansleigh House Deansleigh Road Bournemouth BH7 7DU

Alternatively, You can telephone Us on

08002802222 or e-mail Us on: customerrelations@kfis.co.uk

If **Your** complaint concerns the service regarding **Your** Breakdown policy:

Customer Relations Dept
Intana,
Sussex House
Perrymount Road
Haywards Heath
West Sussex
RH16 1DN.
Alternatively, you can telephone **Us** on
01444 442011 or e-mail **Us** on: quality@intana-assistance.co.uk

**We** will try to resolve **Your** complaint by the end of the third working day and **We** will send you a summary resolution letter. If **We** are unable to do this, **We** will write to **You** within five working days to let **You** know what **We** are doing to resolve **Your** complaint and let **You** know who is dealing with the matter. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

**You** have the right to ask the Financial Ombudsman Service to review **Your** complaint, free of charge, if for any reason **You** are still dissatisfied with either **Our** summary resolution or final response letter, or if **We** have not issued **Our** final response within eight weeks from **You** first raising the complaint. However, **You** must do so within six months of the date of the summary resolution or final response letter.

**You** can contact the Financial Ombudsman Service at the address below, however **They** will only consider **Your** complaint once you've tried to resolve it with **Us**.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone 0800 0234 567 or 0300 1239 123

E-mail: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Please note that if **You** do not refer **Your** complaint within the six months, the Ombudsman will not have **Our** permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Following the above complaints procedure does not affect Your right to take legal proceedings.

#### **Section 9: Cancellation Provisions**

#### 9.1 Right to return the insurance document

If **You** are not satisfied with this policy, please call Kwik Fit Insurance Services on **0800 519 0000** within 14 days of receiving **Your** policy documents or the start date of the policy, whichever is the latter. Any premium received will be refunded to **You**, provided no claim has been made.

#### 9.2 Cancellation by You

If **You** subsequently give notice in writing or by telephone to Kwik Fit Insurance Services to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. **You** will receive a pro rata refund of y**our** premium provided **You** have not made any claims.

#### 9.3 Cancellation by Us

If **You** fail to satisfy the terms of **Your** Policy, **We** or Kwik Fit Insurance Services may choose to cancel **Your** policy during the **Period of Insurance** by giving **You** 7 days written notice of cancellation to the last address **You** provided **Us** with. Examples of when **We** might do this includes **You** not paying a premium instalment when due, or **Us** discovering that **Your Vehicle** is no longer eligible for cover.

#### 9.4 Premium position upon cancellation

If premium has been paid for any period beyond the date of cancellation of this policy, the relevant prorata portion of this premium will be refunded to **You** provided no claim has been made. If however, an incident has arisen during the **Period of Insurance** which has or will give rise to a claim, then no refund will be made and the full premium must be paid.

#### 9.5 Effective time of cancellation

This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the **Period of Insurance** for which premium has been paid.

#### Section 10: FSCS

#### Are We covered by the Financial Services Compensation Scheme (FSCS)?

Collinson Insurance Services Limited and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations **You** may be entitled to compensation under the scheme. More information can be obtained from www.fscs.org.uk. The contact information is: 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: **0800 678 1100** E-mail: enquiries@fscs.org.uk.

#### Section 11: Data Protection Notice

Please read this notice carefully as it contains important information about **Our** use of **Your Personal Information**.

In this notice, unless otherwise indicated, We and Us and Our mean any, or all, of:

- Intana, a trading style of Collinson Insurance Services Limited ("Intana");
- Ageas Insurance Limited ("Ageas"); and

- (up to and including 30 November 2014) Kwik-Fit Insurance Services Limited ("Kwik-Fit");
- (from 01 December 2014 onwards) Kwik-Fit Insurance Services, a trading style of Ageas Retail Limited ("Kwik-Fit").

**Your Personal Information** means any information **We** hold about **You** and any information **You** give **Us** about anyone else. **You** should show this notice to anyone else insured or proposed to be insured under **Your** policy as it will also apply to them. It explains how **We** use all the information. **We** have about **You** and the other people insured under **Your** policy.

Please note that if **You** give **Us** false or inaccurate information this could give **Ageas** or **Kwik-Fit** the right to avoid **Your** insurance policy or it could impact **Your** ability to claim.

#### **Sensitive information**

Some of the **Personal Information** that **We** may ask **You** to provide may constitute "sensitive personal data". This may include, without limitation, information relating to any criminal convictions. **We** may need to use sensitive personal data to provide **You** with quotes, arrange and manage **Your** policy and to provide the services described in **Your** policy documents (such as dealing with claims).

#### **How we use your Personal Information**

We may share Your Personal Information with other companies within Our respective groups for any of the purposes set out in this notice.

If **You** want to know more about the Collinson group (the group which includes **Intana**), please go to www.collinsongroup.com. If **You** want to know more about the **Ageas** group please go to www.ageas.co.uk.

We will use Your Personal Information to arrange and manage Your insurance policy, including handling underwriting and claims and issuing renewal documents and information to You. We will also use Your Personal Information to assess Your insurance application.

**We** may research, collect and use data about **You** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **Your Personal Information** with other insurers, statutory bodies, regulatory authorities, **Our** business partners or agents providing services on **Our** behalf and other authorised bodies.

#### Ageas will share Your Personal Information with others:

- if Ageas needs to do this to manage Your policy;
- for underwriting purposes, such as assessing **Your** application and arranging **Your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **Ageas** is required or permitted to do this by law (for example, if **Ageas** receives a legitimate request from the police or another authority); and/or
- if You have given Ageas permission.

**You** can ask for further information about **Ageas**' use of **Your Personal Information**. If **You** require such information, please write to the Data Protection Officer at the corresponding address set out below.

#### Intana will share Your Personal Information with others:

- if Intana needs to do this to manage Your policy, including settling claims;
- for management information purposes:
- to prevent or detect crime, including fraud;
- if **Intana** is required or permitted to do this by law (for example, if **Intana** receives a legitimate request from the police or another authority); and/or
- if You have given Intana permission.

**You** can ask for further information about **Intana's** use of **Your Personal Information**. If **You** require such information, please write to the Data Protection Officer at the corresponding address set out below.

#### Preventing and detecting crime

**Ageas** may use **Your Personal Information** to prevent crime. In order to prevent and detect crime **Ageas** may:

- check Your Personal Information against Ageas' own databases;
- share it with fraud prevention agencies. **Your Personal Information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **You** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **Ageas** will share **Your** relevant **Personal Information** with them. The information **Ageas** shares may be used by those companies when making decisions about **You**. **You** can find out which fraud prevention agencies are used by **Ageas** by writing to **Ageas**' Data Protection Officer at the corresponding address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Limited. **Ageas** may pass information relating to **Your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

#### Dealing with others on your behalf

To help **You** manage **Your** insurance policy, subject to answering security questions, **We** will deal with **You** or **Your** husband, wife or partner or any other person whom **We** reasonably believe to be acting for **You** if they call us on **Your** behalf in connection with **Your** policy or a claim relating to **Your** policy. For **Your** protection only **You** can cancel **Your** policy or change the contact address.

#### Marketing

We may use Your Personal Information and information about Your use of our products and services to carry out research and analysis.

We will only use Your Personal Information to market Our products and services to You if You agree to this.

#### Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **Our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **Our** premises.

#### **Further information**

You are entitled to receive a copy of any of Your Personal Information We hold. We may charge You a small fee for this. If You would like to receive a copy, or if You would like further information on, or wish to complain about, the way that We use Your Personal Information:

In respect of information held by **Intana**, please write to The Data Protection Officer at Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN giving **Your** name, address and insurance policy number.

In respect of information held by **Ageas**, please write to the Data Protection Officer at **Ageas** Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving **Your** name, address and insurance policy number.

In respect of information held by **Kwik-Fit**, please write to The Data Protection Officer at **Ageas** Retail Limited, Deansleigh House, Deansleigh Road, Bournemouth, BH7 7DU giving **Your** name, address and insurance policy number.

If **We** change the way that **We** use **Your Personal Information**, **We** will write to **You** to let **You** know. If **You** do not agree to that change in use, **You** must let **Us** know as soon as possible.

Please note – **Intana** may access **Your** personal data from outside of the European Economic Area for the purposes of providing the services described in **Your** policy documents, such as dealing with **Your** claim.

#### **Standard of Workmanship**

**We** will monitor the progress of **Your** assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

#### Service Provider and Insurer

This service is provided by Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. **Our** registered Head Office is located at Cutlers Exchange, 123 Hounsditch, London, EC3A 7BU. Registered in England and Wales No. 00758979. This insurance is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No. 354568. (FCA register number 202039).

Collinson Insurance Services Limited is authorised and regulated the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Kwik Fit Insurance Services is a trading name of Ageas Retail Limited.

Registered office Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Registered in England and Wales 1324965

Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority. FCA registered number: 312468

Ageas Retail Limited is a sister company of Ageas Insurance Limited

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