



**POLICE FEDERATION**

MEMBER  
VEHICLE BREAKDOWN GROUP  
INSURANCE POLICY



## Introduction

Thank you for choosing to be covered with **us**.

The **policyholder** has taken out this insurance policy for the benefit of its **members**. The contract is solely between the **insurer** and the **policyholder**. **You** are a 'beneficiary' and are not party to the contract.

In consideration of the **policyholder** having paid or agreeing to pay the premium, the **insurer** agrees to pay the **beneficiary's** claim up to the **claim limit**, subject to the agreement of the **policyholder** and terms, conditions and exclusions of this policy.

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## In the Event of a Breakdown

**You** can contact one of **our** control centres to report your claim. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

### United Kingdom Assistance Helpline

If **your vehicle** breaks down in the UK please call **our** assistance helpline as detailed in the **schedule**. This control centre operates 24/7, 365 days a year.

### European Assistance Helpline (if shown on the schedule)

If **your vehicle** breaks down in Europe please call **our** assistance helpline as detailed in the **schedule**. This control centre operates 24/7, 365 days a year.

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

Please refer to your **schedule** for the relevant helpline contact number.

Use of this service is available for the covered **member** and if shown in the **schedule**, their **partner** and **family**. Any claim will be validated with the Police Federation with costs for any claims from non-eligible persons being the responsibility of the claimant.

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. The relevant Police Federation.
3. The name of the covered **member**.
4. **Your home address** including postcode.
5. **Your vehicle** registration.
6. The precise location of **your vehicle** (or as accurate as **you** are able in the circumstances).

**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 contact **you** to advise who will be coming out to **you** and how long they are expected to take. **Your** mobile phone must therefore be switched on and available to take calls at all times. **You** will then be asked to return to **your vehicle**.

Please remember to guard **your** safety at all times but remain with or nearby **your vehicle** until the **recovery operator** arrives. Once the **recovery operator** arrives at the scene, please be guided by their safety advice.

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

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## Your Cover

If a **vehicle** in which **you** are travelling suffers a **breakdown** due to a mechanical or electrical failure, flat tyre, lack of fuel, misfuelling, **accident**, theft, vandalism or fire, service will be provided. **We** will provide cover as detailed below for any **breakdown** in accordance with the policy wording. Cover will apply during the **period of insurance** and within the territorial limits.

**We** will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by **us** during the period of insurance.

## Meaning of Words

The words or expressions detailed below have the following meaning wherever they appear in this policy or the **schedule**.

<b>Accident</b>	A collision immediately rendering the <b>vehicle</b> immobile or unsafe to drive.
<b>Breakdown</b>	An electrical or mechanical failure, flat tyre, lack of fuel, misfuelling, <b>accident</b> , theft, vandalism, or fire to the <b>vehicle</b> , which immediately renders the <b>vehicle</b> immobilised.
<b>Callout</b>	The deployment of a <b>recovery operator</b> to <b>your vehicle</b> .
<b>Family</b>	The <b>member</b> and their dependants, including partners, who are resident at the same address.
<b>Home Address</b>	The last known address recorded by the Federation Office where <b>you</b> reside.
<b>Insurer</b>	AmTrust Europe Limited.
<b>Member</b>	All eligible individuals who are <b>members</b> of the Federation at the time at which the insured event occurs and who have paid the relevant subscription.
<b>Partner</b>	The cohabiting <b>partner</b> of the covered <b>member</b> at the time of the incident.
<b>Passengers</b>	Up to six non-fare paying persons travelling with the <b>vehicle</b> at the time of the <b>breakdown</b> , up to the legal carrying capacity of the <b>vehicle</b> .
<b>Period of Insurance</b>	The duration of this policy will be dependent on <b>your</b> continued membership and this cover remaining part of <b>your</b> group insurance scheme.
<b>Policyholder</b>	The appointed Trustees of the Police Federation Insurance Scheme.
<b>Recovery Operator</b>	The independent technician appointed to attend <b>your breakdown</b> .
<b>Rescue Controller</b>	The telephone operator employed by <b>our vehicle breakdown</b> claims handler.
<b>Schedule</b>	The document provided to <b>you</b> which details cover selected by <b>you</b> . It should be read with this document..
<b>Service Provider</b>	This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX, Registered Company Number 3668383.
<b>Specialist Equipment</b>	Non-standard apparatus or recovery vehicles which in the opinion of the <b>recovery operator</b> are required to safely recover the <b>vehicle</b> . <b>Specialist equipment</b> includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.
<b>Suitable Garage</b>	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.
<b>Territorial Limits (Europe)</b>	Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey (for non-residents) Hungary, Italy, Jersey (for non-residents), Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus) and Vatican City.
<b>Territorial Limits (UK)</b>	The United Kingdom, the Isle of Man, and (for residents only) Jersey and Guernsey.
<b>Terrorism</b>	The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
<b>We, Us, Our</b>	Arc Legal Assistance Limited and AmTrust Europe Limited. Arc Legal Assistance administers this policy on behalf of the <b>insurer</b> .
<b>Vehicle</b>	The car, motorcycle, campervan, motorhome, domestic van or car-derived van (vehicle weight not to exceed 3.5 tonnes for all vehicles) which <b>you</b> are travelling in/on at the time of the <b>breakdown</b> including any towed caravan or trailer of a proprietary make which is fitted with a standard towing hitch and doesn't exceed 7 metres/23 feet (not including the length of the A-frame and hitch).
<b>You, Your</b>	The <b>member</b> and if shown in the <b>schedule</b> , their <b>partner</b> and <b>family</b> .

## UK Cover

### Roadside Assistance & Recovery

#### What is Covered?

We will send help to the scene of the **breakdown** within the **territorial limits (UK)** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** at the roadside we will assist in one of the following ways:

1. Arrange and pay for **your vehicle, you** and up to 6 **passengers** to be recovered to the nearest garage which is able to undertake the repair.
2. If the above is not possible at the time or the repair cannot be made within the same working day, we will arrange for **your vehicle, you** and up to 6 **passengers** to be transported to **your home address**, or if **you** would prefer and it is closer, **your** original destination within the **territorial limits (UK)**.

The recovery must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

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

#### What is Excluded?

### Home Assist

#### What is Covered?

We will send help to **your home address** or within a one-mile radius of **your home address** in the event **your vehicle** suffers a **breakdown**.

If, in the opinion of the **recovery operator**, they are unable to repair **your vehicle** at the roadside, we will arrange and pay for **your vehicle, you** and 6 **passengers** to be recovered to the nearest garage which is able to undertake the repair.

Any recovery must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

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

#### What is Excluded?

### Alternative Transport

#### What is Covered?

We will pay up to £250 towards the cost of alternative transport or a hire car up to 1,600cc to allow **you** to complete **your** original journey. We will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

#### What is Excluded?

#### Alternative Travel Conditions

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

## Emergency Overnight Accommodation

### What is Covered?

We will pay a maximum of £150 for a lone traveller or £75 per person for one night of overnight accommodation including breakfast for **you** and up to 6 **passengers**. The maximum payment per incident is £500.

### What is Excluded?

## Emergency Overnight Accommodation Conditions

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

## Keys

### What is Covered?

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

### What is Excluded?

## Misfuel Assist

### What is Covered?

In the event **you** fill **your vehicle's** fuel tank with the incorrect type of fuel, **we** will arrange pay up to £250 (inclusive of VAT) for a **recovery operator** to either recover **your vehicle**, **you** and up to 6 **passengers** to their base where a drain and flush to **your vehicle's** fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 claim limit, **we** will also provide 10 litres of correct fuel to allow **you** to continue **your** journey.

Occasionally misfuelling a **vehicle** can cause extensive damage which a fuel drain and flush will not rectify. **We** cannot accept liability for any damage caused to **your vehicle** but if **you** would prefer for the fuel drain and flush to be conducted by **your** preferred repairer, **we** will arrange and pay for a **recovery operator** to recover **your vehicle**, **you** and up to 6 **passengers** to a repairer of **your** choice within 20 miles of the scene of the **breakdown**. Subject to the prior authorisation of **our rescue controller** **we** will also reimburse up to £250 (inclusive of VAT) towards the cost of a fuel drain and flush, only when **we** have received copies of valid receipts.

### What is Excluded?

## Message Service

### What is Covered?

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

### What is Excluded?

## Driver Illness / Injury

### What is Covered?

If **you** are unable to continue **your** journey within the **territorial limits (UK)** due to illness or injury (a medical certificate will be required) during the **period of insurance**, provided none of **your passengers** are able to drive, **we** will provide an alternative driver to return the **vehicle** to **your** nominated destination within the **territorial limits (UK)**.

### What is Excluded?

## European Cover (if shown in the schedule)

We will provide service in the **territorial limits (Europe)** where the maximum duration of any single trip does not exceed 90 days.

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

Regulations are different when **you breakdown** in Europe and help may take longer in arriving. **We** will require detailed information from **you** regarding the location of **your vehicle**. **We** will need to know if **you** are on an outward or inward journey and details of **your** booking arrangements. When **we** have all the required information **we** will liaise with the European network. **You** will be kept updated and therefore, **you** will be asked to remain at the telephone number **you** call from.

If **you** have broken down on a European motorway or major public road, **we** are generally unable to assist **you** and **you** will often need to obtain assistance via the SOS phones. The local services will tow **you** to a place of safety and **you** will be required to pay for the service immediately. **you** can then contact **us** for further assistance. **We** will pay a maximum of £150.00 towards reimbursement of costs but are only able to consider such claims where **we** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

If **you** have broken down in a European country during a Public Holiday, many services will be closed during the Holiday period. In these circumstances, **you** must allow **us** time to assist **you** and effect a repair to **your vehicle**. **We** will not be held liable for any delays in reaching **your** destination.

### Roadside Assistance & Recovery Abroad

What is Covered?	What is Excluded?
<p><b>We</b> will send help to the scene of the <b>breakdown</b> and arrange to pay <b>callout</b> fees and mileage charges needed to repair or assist with the <b>vehicle</b>.</p> <p>If, in the opinion of the <b>recovery operator</b>, they are unable to repair the <b>vehicle</b> at the roadside <b>we</b> will assist in the following way:</p> <ol style="list-style-type: none"><li>1. Arrange and pay for <b>your vehicle, you</b> and up to 6 <b>passengers</b> to be recovered to the nearest garage able to undertake the repair.</li><li>2. If the <b>vehicle</b> cannot be repaired within 48 hours or by <b>your</b> intended return, which is the later, <b>we</b> will arrange for <b>your vehicle, you</b> and up to 6 <b>passengers</b> to be transported either to <b>your home address</b>, or if <b>you</b> would prefer and it is closer, <b>your</b> original destination within the <b>territorial limits (Europe)</b>.</li></ol>	

### Alternative Transport Abroad

What is Covered?	What is Excluded?
<p><b>We</b> will pay up to £750 towards the cost of alternative transport or a hire <b>vehicle</b> up to 1,600cc to allow <b>you</b> to continue <b>your</b> trip in the <b>territorial limits (Europe)</b> whilst <b>your vehicle</b> remains unroadworthy. <b>We</b> will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired <b>vehicle</b>.</p>	

### Alternative Travel Abroad Conditions

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

### Emergency Overnight Accommodation Abroad

#### What is Covered?

We will pay a maximum of £150 for a lone traveller or £75 per person for one night of overnight accommodation including breakfast for **you** and up to 6 **passengers**. The maximum payment per incident is £500.

#### What is Excluded?

### Emergency Overnight Accommodation Abroad Conditions

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

### Driver Illness / Injury Abroad

#### What is Covered?

If **you** are unable to continue **your** journey within the **territorial limits (Europe)** due to illness or injury (a medical certificate will be required) during the **period of insurance**, provided none of **your passengers** are able to drive, **we** will provide an alternative driver to return the **vehicle** to **your** nominated destination within the **territorial limits (UK)**.

#### What is Excluded?

### European Exclusions

1. Service where repatriation costs exceed the market value of the **vehicle**.
2. The cost of recovery from a European motorway exceeding £150.00.
3. Repatriation to the **territorial limits (UK)** within 48 hours of the original **breakdown**, regardless of ferry or tunnel bookings for the homebound journey or prearranged appointments **you** have made within the **territorial limits (UK)**.
4. Repatriation if the **vehicle** can be repaired but **you** do not have adequate funds for the repair.
5. Any claim where the duration of a single trip is planned to or subsequently exceeds 90 days.
6. **Vehicles** above the age limit shown in the **schedule** at the date the **breakdown** for travel in the **territorial limits (Europe)**.



## General Exclusions

Applying to all sections unless otherwise stated.

1. Service where glass or windscreens have been damaged or broken.
2. **Vehicles** that are not secure or have faults with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised.
3. **Breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
4. Any request for service if the **vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where the **vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
5. Overloading of the **vehicle** or carrying more **passengers** than it is designed to carry.
6. Any subsequent callouts 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** or is in transit to a pre-booked appointment at a **suitable garage**.
7. 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**.
8. **Breakdowns** occurring to any **vehicle you** are not travelling in.
9. Any request for service if the **vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
10. Minibuses and vehicles used for a commercial purpose, horseboxes, or limousines.
11. **Vehicles** exceeding 3,500kg (3.5 tonnes) gross **vehicle** weight.
12. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
13. The cost of any parts, components or materials used to repair the **vehicle**.
14. Repair and labour costs other than half an hour roadside labour at the scene.
15. The use of **Specialist equipment** occasionally required because the **vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
16. Storage charges.
17. Any **breakdown** that occurred before **you** were provided with this cover.
18. More than six callouts in any **period of insurance**.
19. Claims totalling more than £15,000 in any **period of insurance**.
20. Any costs or expenses not authorised by **our rescue controllers**.
21. The cost of food (other than breakfast under Overnight Accommodation claims), drinks, telephone calls or other incidentals.
22. Claims not notified and authorised before expenses are incurred.
23. The charges of any other company (including Police recovery) other than the **recovery operator**, a car hire agency or accommodation charges which have been authorised by **us**.
24. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
25. Any cost that would have been incurred if no claim had arisen.
26. Any false or fraudulent claims.
27. The cost of alternative transport other than to **your** destination and a return trip to collect **your** repaired **vehicle**.
28. The cost of fuel, oil or insurance for a hire **vehicle**.
29. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
30. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired.
31. Any damage or loss to **your vehicle** or its contents and any injury to **you** or any third party caused by **us** or the **recovery operator**. It is **your** responsibility to ensure personal possessions are removed from the **vehicle** prior to **your vehicle** being recovered.
32. **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**.
33. Failure to comply with requests by **us** or the **recovery operator** concerning the assistance being provided.
34. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
35. Fine and penalties imposed by courts.
36. Any cost recoverable under any other insurance policy that **you** may have.
37. Any cover which is not specifically detailed within this policy.
38. Any direct or indirect liability, loss or damage caused:
  - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b. by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **your** death or bodily injury.
39. Any claim or expense of any kind caused directly or indirectly by:
  - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
  - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
40. Any loss or damage caused by any sort of war, invasion or revolution.
41. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
42. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.



## Policy Conditions

### Claims

Applying to all sections.

1. **You** must remain with or nearby the **vehicle** until help arrives.
2. If a **callout** is cancelled by **you** and a **recovery operator** has already been dispatched, **you** will lose a **callout** from **your** policy. **We** recommend **you** wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent callouts.
3. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
4. **We** have the right to refuse to provide the service if **you** or **your passengers** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue controllers** or the **recovery operator**.
5. **Your vehicle** must be registered to and ordinarily kept at an address within the **territorial limits (UK)**.
6. **Vehicles** must be located within the **territorial limits (UK)** when cover begins.
7. **We** can request proof of outbound and inbound travel dates.
8. If in **our** opinion the **vehicle** is beyond economical repair or the cost of the claim is likely to be more than the market value of the **vehicle** in its current condition following the **breakdown**, **we** have the option to pay **you** the market value of the **vehicle** in its current condition and pay **your** transportation costs to **your home address**. It will be **your** responsibility to apply for a Certificate of Destruction or other such document and **you** will be required to pay for any storage costs whilst this is obtained. If **you** would prefer the **vehicle** to be transported to **your home address** or original destination, this can be arranged but **you** will need to pay any costs which exceed the market value of the **vehicle** in its current condition.
9. **We** will only pay ferry and toll fees within the confines of the United Kingdom of Great Britain and Northern Ireland.
10. **We** must be advised immediately at the time of contacting **us** for assistance, if **your vehicle** is fitted with alloy wheels. If **we** are not advised and **we** are unable to provide the service promptly or efficiently through the agent who will be assisting **you**, **you** will be charged for any additional costs incurred.
11. If **we** are able to repair **your vehicle** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
12. The repair must be carried out if the **vehicle** is recovered to a **suitable garage** and the **suitable garage** can repair the **vehicle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be denied.
13. **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **you** do not have funds available, any further service related to the claim will be denied.
14. In the event **you** use the service and the claim is subsequently found not to be covered by the policy **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the uninsured service.
15. **We** may decline service if **you** have an outstanding debt with **us**.
16. If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
17. **Recovery operators** comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting **your vehicle**.
18. The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. **We** will endeavour to help arrange alternative transport but **you** will need to pay for this service immediately by credit or debit card.
19. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided.
20. .
21. If in **our** opinion, the **vehicle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **we** may terminate **your** cover immediately notifying **you**, by letter to **your home address**, of what action **we** have taken.
22. **We** will provide cover if:
  - a) **You** have met all the terms and conditions within this insurance.
  - b) The information provided to **us**, as far as **you** are aware, is correct.

### Uninsured Service

**We** can provide assistance for faults that are not covered under this insurance policy or where **you** would like **us** to assist additional passenger numbers who exceed the maximum of 6. All costs (including an administration fee) must be paid for immediately by credit or debit card.

### Measurements

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

### Garage Repairs

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

### Due Care

**You** must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

### Recovery of Costs

**You** should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

**We** may take proceedings at **our** own expense in **your** name to recover any sums paid under this insurance.

### Fraud

If **you** make any request for payment under this policy knowing it to be fraudulent or false in any respect (or in circumstances where it ought to be known to be so) or where there is collusion between the parties to a dispute then entitlement to all benefits under this policy shall be lost. **We** may also take legal action against **you** and inform the appropriate authorities.

### Arbitration

Any dispute between the **policyholder** and **us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor a barrister that **we** both agree to. If **we** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **costs** in the case that a decision is not clearly made against either party.

### Privacy and Data Protection Notice

If any personal data is collected it will be handled in accordance with the current Data Protection legislation.

### Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

### Cancellation

If **you** no longer want cover under this policy please contact the **policyholder**.

**We** may at any time cancel **your** cover or cancel the entire policy. If **we** do this **we** will give **you** 14 days' notice in writing.

### Act of Parliament

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

### Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

### Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance contact Arc Legal Assistance Limited.



Write to **us** at:

Arc Legal Assistance Limited  
PO Box 8921,  
Colchester,  
CO4 5YD



Email **us** at:

customerservice@arclegal.co.uk



Call **us** on:

01206 615000

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **you** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR.

Tel: 0300 123 9 123 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about your statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

### **Compensation Scheme**

AmTrust Europe Limited is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

### **Authorisation**

This policy is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).