

# Voyager to Europe European Vehicle Breakdown Cover

## DEMANDS AND NEEDS

This insurance will suit the demands and needs of an individual wishing to insure themselves against unforeseen costs following the breakdown of a vehicle or other 'event' as described in this policy wording. Subject to terms, conditions and maximum specified claim limits.

## IMPORTANT

This policy will have been sold to you on a non-advised basis and it is therefore for you to read this booklet (paying particular attention to terms and conditions and exclusions) and ensure that it meets all of your requirements. If upon reading this policy you find it does not meet all of your requirements, please refer to the relevant policy cancellation service promise below.

This Vehicle Breakdown Insurance is arranged by UK Underwriting Limited on behalf of:

Fortis Insurance Limited. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Registered in England No. 354568.

UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## Service promise

We hope You are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with Your requirements, please return it to Us within fourteen days of issue and We will refund your premium.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance.

## Cover and Conditions

This policy is valid only when accompanied by a schedule showing that the premium has been paid.

## Compensation scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

You can get more information about compensation scheme arrangements from the FSCS.

## Important Information

### Mobile Telephones

Mobile telephones are convenient, but expensive. Even if You ask someone to call You back on Your mobile telephone, You may still have to pay the bill. You will also be charged for calls made on a mobile telephone via a freephone number.

For these reasons We ask that wherever possible you contact the assistance provider from a public call box.

If it is absolutely essential that you do use a mobile telephone, then We will, at our option, reimburse the charges to a maximum of £25, if We believe they have been reasonably incurred.

### Motorways

In several parts of Europe, if You break down on a motorway or other major public road, police will answer the phones. They will arrange for a local recovery company to send a recovery truck to You without contacting Us. Very few of these local recovery agents have any link with UK motoring organisations and You may well have to pay for this assistance on the spot. If You keep a receipt, We will refund the full cost of assistance, including towing charges and time the mechanic has spent working on the Insured Vehicle at the roadside.

## Your responsibility to minimise costs

You must do all that is reasonable to keep costs incurred to a minimum once you have suffered an event. We may not pay for costs which we think could reasonably have been avoided.

## Expenses

Following an event you may incur expenditure - particularly the cost of repairs. It is essential that you ensure sufficient funds or credit facilities are available to meet such an emergency. We will not pay for the insured vehicle to be brought back to the UK because you were unable or unwilling to allow repairs to be completed locally. Expenses which are covered under the policy can be claimed back later and there is a claims procedure in this policy.

## If you have road traffic accident or the Insured Vehicle is stolen

Following a Road Traffic Accident you are obliged to report the incident to your motor insurance company. It is also possible that you will want to make a claim on your motor insurance. In this case it is likely to be in your best interests to initially let your motor insurance company deal with the incident. They may wish to give you their own instructions, for example to have their own people inspect the vehicle before any action is taken.

Equally if the Insured Vehicle is stolen, the Police should be informed immediately and your motor insurance company should be notified. We highly recommend that you contact your motor insurance company before Green Flag.

## Emergency Instructions

### Help us to help you

If You need to contact the assistance provider You should use the following freephone number:

**00800 4000 6152**

If You are unable to reach the assistance provider on the freephone number then you can also try the STD number which is:

**+ 44 (0) 141 349 1077**

Continental dialling tones can differ from the British one. Insert coins carefully, giving each one time to drop. Dial steadily and without any long pauses, except if You have to wait for a second dialling tone. Connection can take up to a minute. Any persistent tones or recorded messages in a foreign language will mean Your call has not connected, so try again. In Belgium, Spain and France You must wait for a second tone after the first two digits.

You will be asked to quote the reference of the agent who issued your policy. This is **04VOY/EVA/VTE/2010**.

You must provide as much detail as You can about what has happened, where You are, and Your intended travel route.

You must keep a note of the telephone charge to claim back later.

Benefits schedule	limits
1. Before travel starts	£2,000
2. Roadside assistance & towing	Unlimited
3. Emergency labour	£250
4. Loss of use of the Insured Vehicle for more than 8 hours either	
a. Transport to destination & return to collect car, or	Up to costs incurred
b. Additional accommodation costs (per person per night/ total), or	£45*/£450
c. Cost to hire alternative vehicle	£2,000
5. Repatriation costs	Unlimited
Accommodation and travel expenses to collect your vehicle from abroad following repairs	£400
Contribution to UK hire car while own vehicle is being repatriated	£250
6. Providing a Chauffeur to get home	Unlimited
Additional accommodation costs (per person per night/ total)	£45*/£450
7. Cost of delivering spare parts	Unlimited
8. Legal defence	£20,000
9. Advance of funds	£2,000
10. Theft	£100
* per person, per night up to a maximum in all.	



### Green Flag Motoring Assistance

Registered Office: The Wharf, Neville Street, Leeds, LS1 4AZ.  
Tel: 0113 236 3236 (Administration)  
Registered in England & Wales  
No: 1003081  
VAT Reg. No: 325 5920 59

## definitions

**Event** A road accident, breakdown, vandalism, fire or theft involving the Insured Vehicle occurring during the Period of Insurance which results in the Insured Vehicle being immobilised or dangerous to drive.

**We, Our, Us** Green Flag Motoring Assistance, as agent of the Insurer or Our authorised Third Party Contractors.

**the Insurer** UK Underwriting Ltd on behalf of Fortis Insurance Limited.

**You, Your** The person shown on the certificate, or any person driving the Insured Vehicle with Your permission.

**Your Party** The person shown on the certificate, any person driving the Insured Vehicle with Your permission, up to a maximum of 8 human passengers (not including hitch-hikers), and anyone else associated with You or acting on Your behalf.

**Insured Vehicle** Any vehicle registered in the United Kingdom which is under 10 years old since first registration (or under 15 years old if You have paid the appropriate extra premium), which Your party are travelling in during the Period of Insurance as shown in Your certificate, provided it:

- Is either: a car, light van, motorised caravan, or motorcycle privately registered in the United Kingdom. This may include a hired vehicle provided You have the hirer's permission.
- Carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 8 persons including the driver.
- Does not exceed (including any load carried) the following gross vehicle weight and dimensions: 3,500kg in weight, 8m in length, 3m in height and 2.25m in width.
- Is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable.
- Is a caravan or trailer of standard make that meets The Motor Vehicles (Construction and Use) Regulations 1978, is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the Insured Vehicle at the time of the incident.

**Please note that cover for caravans and trailers is limited to Cover 1, 2 and 5.**

We do not cover any attachments, or accessories to the Insured Vehicle.

**Market Value** The UK value of the Insured Vehicle, after the Event but before any repairs have been carried out, as provided by an appropriate authority and independent of any valuation for motor insurance purposes.

**Territorial Limits** Mainland Europe excluding the United Kingdom other than during the direct journeys between Your home and Your international departure point. Mainland Europe is defined as Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Uskudar, Republic of Ireland, Isle of Man and the Channel Islands.

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

**Home** Your residential address in the United Kingdom.

**Period of Insurance** The period between the start of Your cover and the expiry date shown on Your certificate. The maximum duration is 91 days for a Single trip policy and 31 days per trip within the overall 12 month period for an Annual multi-trip policy.

**Luggage** Suitcases, bags and trunks as would be normally packed for a journey / holiday. This excludes any equipment, fixtures and fittings, furnishings or accessories normally associated with the Insured Vehicle (including any trailer/caravan), as well as goods, livestock, items of furniture, plant and equipment.

**Consequential loss** - Unless We provide cover under this insurance, any other loss or damage or additional expense following on from the event for which You are claiming is not covered. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing Your Vehicle keys or loss of earnings as a result of Your Vehicle being out of use.

## Cover 1 Before Travel Starts

**What is covered**

- If You cannot use the Insured Vehicle because of an Event which happens within 7 days of when You were due to start Your trip and We reasonably believe that the Insured Vehicle cannot be repaired before You leave; or
- the Insured Vehicle is stolen and not recovered before You leave.

We will pay up to the amount shown in the Benefits Schedule towards the cost of hiring another vehicle for the purpose of carrying out the planned trip, including any costs for delivery, insurance, and any other compulsory charges which the hire car provider may make.

**Please remember**

You must follow the usual conditions of the vehicle hire company selected. These will usually include :

- the need to have a current full driving licence with You at the time of hire;
- limits on acceptable endorsements;
- a credit card deposit ~ e.g. for fuel;
- drivers to be within the appropriate age limits for hire and to have held a full driving licence for at least 12 months.

If You cannot meet the above requirements quickly, then this will result in a delay in obtaining a hire vehicle, and may result in You not being able to obtain a hire vehicle.

In some cases, You will have to pay for vehicle hire services locally. If this happens, We will give You a refund (up to cover limits) as long as You provide all necessary paperwork and have received approval from the assistance provider.

**What is not covered**

- The cost of any fuel You use in the hire vehicle. Usually You will be supplied with a vehicle that has a tank full of fuel, and it will be expected that it should be returned in the same condition. If not You will have to pay for fuel costs plus an administrative charge which We will not pay back.
- Any ferry charges, road tolls, parking charges, and parking and motoring fines incurred during the time that a hire vehicle is allocated to You.
- We cannot guarantee that hire cars will always be available and We are not responsible if they are not available. In particular, no guarantee can be made of 24 hour vehicle replacement.
- No guarantee can be made that there will be tow bars, roof racks, roof boxes, bike racks or other accessories on hire cars or that automatic transmission vehicles will be available. Similarly We cannot guarantee the availability of comfort features such as air conditioning.
- Any claim resulting from breakdown if You have bought this insurance within 7 days of Your scheduled departure date, or if the actual or imminent breakdown is discovered in the course of a service carried out within 7 days of that date.

**Please also refer to the general conditions and exclusions applying to all sections**

## Cover 2 Roadside Assistance & Towing

**What is covered**

We will arrange and pay for:

- labour and call-out charges involved in providing roadside assistance after an Event, if there is a reasonable chance that the roadside assistance will make the Insured Vehicle fit to drive; or
- the Insured Vehicle to be taken to the nearest local repairer or safe storage place after an Event.

**Please remember**

In several parts of Europe, if You break down on a motorway or other major public road, police will answer the phones. They will arrange for a local recovery company to send a recovery truck to You without contacting Us. Very few of these local recovery agents have any link with UK motoring organisations and You may well have to pay for this assistance on the spot. If You keep a receipt, We will refund the full cost of assistance, including towing charges and time the mechanic has spent working on the car at the roadside. We will not pay for any spare parts used. Once You have been taken from a motorway or major public road to a place of safety such as a local garage or motorway service station, please contact Us if You need other advice or services.

**What is not covered**

- The cost of spare parts and materials used in providing this service (any labour charges not incurred at the roadside (unless included in Your Policy Schedule)).

**Please also refer to the general conditions and exclusions applying to all sections**

## Cover 3 Emergency Labour

**What is covered**

We will arrange and pay for:

- up to the amount shown in the Benefits Schedule towards the cost of emergency labour (but excluding the cost of parts) incurred outside the United Kingdom which will allow You to continue the journey in the Insured Vehicle without the need to call on any other of the services offered by this policy.

**Please remember**

We treat an emergency as a situation which requires immediate action. If You ask Us to provide any other service under the policy which takes the urgency out of the situation, then We will not pay for the Emergency Labour.

**What is not covered**

- The cost of spare parts and materials used in providing this service

**Please also refer to the general conditions and exclusions applying to all sections**

## Cover 4 Loss of use of the Insured Vehicle

**What is covered**

- If You cannot use the Insured Vehicle because of an Event and We reasonably believe that the Insured Vehicle will be out of use for more than eight hours; or
- the Insured Vehicle is stolen and not recovered within eight hours.
- We will, at Our option, pay for the reasonable costs of one of the following :
  - a. Taking You, Your Party and Your luggage, by any suitable means, to Your destination, and then returning You to the Insured Vehicle after it has been repaired;

- b. Accommodation, including one daily meal (but not alcoholic drinks), for You and Your Party while the Insured Vehicle is being repaired. These expenses are limited to £45 a day for each person and to £450 in total for each person;
- c. Up to the amount shown in the Benefits Schedule towards the cost of hiring another vehicle, including any costs for delivery or collection and drop-off fees, insurance, and other compulsory charges which the hire car provider may make. You will be entitled to a hire vehicle for the time that the Insured Vehicle is unavailable to be used by You. This is the length of time that it is being repaired plus the time You need to travel to recover the Insured Vehicle. If repairs are completed before Your scheduled return journey is due to begin but this return trip could not be reasonably completed within one day, You will not be expected to undertake this trip until You would normally have done so as per Your scheduled journey. If repairs cannot be completed before Your return home then Repatriation Terms and Conditions will apply.

#### Please remember

You must follow the usual conditions of the vehicle hire company selected. These will usually include :

- the need to have a current full driving licence with You at the time of hire;
- limits on acceptable endorsements;
- a credit card deposit ~ e.g. for fuel;
- drivers to be within the appropriate age limits for hire and to have held a full driving licence for at least 12 months.

If You cannot meet the above requirements quickly, then this will result in a delay in obtaining a hire vehicle, and may result in You not being able to obtain a hire vehicle.

In some cases, You will have to pay for vehicle hire services locally. If this happens, We will give You a refund (up to cover limits) as long as You provide all necessary paperwork and have received approval from the assistance provider.

In most parts of Europe, hire vehicles are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders. Please remember to notify the assistance provider of Your intended route.

Please remember that it is Your responsibility to do all things reasonable and practicable to diminish any claim and to minimise Our costs. An example would be that We would not supply hotel accommodation to You if You were towing a perfectly habitable caravan. In this instance We would be prepared to pay for site fees.

#### What is not covered

- The cost of any fuel You use in the hire vehicle. Usually You will be supplied with a vehicle that has a tank full of fuel, and it will be expected that it should be returned in the same condition. If not You will have to pay for fuel costs plus an administrative charge which We will not pay back.
- Any ferry charges, road tolls, parking charges, and parking and motoring fines incurred during the time that a hire vehicle is allocated to You.
- We cannot guarantee that hire cars will always be available and We are not responsible if they are not available. In particular, no guarantee can be made of 24 hour vehicle replacement.
- No guarantee can be made that there will be tow bars, roof racks, roof boxes, bike racks or other accessories on hire cars or that automatic transmission vehicles will be available. Similarly We cannot guarantee the availability of comfort features such as air conditioning.

Please also refer to the general conditions and exclusions applying to all sections

## Cover 5 Repatriation costs

#### What is covered

If You cannot use the Insured Vehicle because of an Event and it cannot be repaired locally or the repairs, if carried out locally, cannot be completed within a time that would enable You to make Your planned return to the UK (as indicated by such as a ferry booking); or

the Insured Vehicle is stolen outside the United Kingdom, and not recovered until after You have returned to the United Kingdom; or the only person qualified to drive becomes unfit to drive the Insured Vehicle due to accidental bodily injury or sudden and unforeseen illness;

We will, at Our option, pay for the reasonable costs of the following :

- Taking You, Your passengers and Your luggage, by any suitable means, to Your home in the United Kingdom.
- Taking the Insured Vehicle to Your home or to a repairer of Your choice in the United Kingdom.

#### Collection

If You have left the Insured Vehicle abroad for repair, We will pay the cost of a single economy ticket by rail or sea (or air if the train or boat journey would be longer than 12 hours) for You or a driver of Your choice to collect the Insured Vehicle. We will also pay any necessary expenses on the outward journey by the person collecting the Insured Vehicle, including accommodation and Green Card charges. We will not pay more than the amount shown in the Benefits Schedule.

If necessary, We will also pay any charges up to £100 for storing the Insured Vehicle abroad before it is repaired, sent home or legally abandoned.

In the event that the drivers and passengers return Home without the Insured Vehicle because it is being repatriated under this section of the policy, the Insurers will pay for reasonable necessary car hire expenses in the United Kingdom until the Insured Vehicle is repaired and returned, subject to a maximum of £250.

#### Please remember

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the United Kingdom, and when You confirm to Us that these repairs will be put in hand.

We will, where necessary, need to see all medical and other evidence that shows that there is no-one available to drive the Insured Vehicle.

You must make full use of any unused travel tickets if You are repatriating You, Your Party or the Insured Vehicle. This includes trading in any unused tickets.

#### What is not covered

- The return of the Insured Vehicle to the United Kingdom if We believe that the cost of doing so would be greater than the market value in the opinion of an independent, competent Assessor.
- The return of the Insured Vehicle to the United Kingdom if repairs can be completed locally and You are either unable or unwilling to allow this to happen.
- The cost of special arrangements which We have to make if You or any of Your Party has a medical condition.
- Any damage to or theft of objects or accessories left in or outside the Insured Vehicle.
- Any expenses which You would have had to pay anyway had the Event not happened.

Please also refer to the general conditions and exclusions applying to all sections

## Cover 6 Providing a Chauffeur to return You home

#### What is covered

If there is an accidental injury, sudden and unforeseen illness or death which means that there is no-one who can drive the Insured Vehicle, We will, at Our option, pay for a qualified person to drive the Insured Vehicle, You and Your Party back to Your home in the United Kingdom.

We will also pay for Your accommodation costs, including one daily meal (but not alcoholic drinks), on Your return journey, if these costs would not have been necessary if the journey or holiday had gone ahead as planned. These expenses are limited to £45 a day for each person and to £450 in total for each person.

#### Please remember

We will need to see all medical and other evidence that shows that there is no-one available to drive the Insured Vehicle.

#### What is not covered

- The cost of any fuel used and road tolls.
- The cost of any other special arrangements, over and above the provision of a Chauffeur, which We have to make if You or any of Your Party has a medical condition.
- Any expenses which You and Your Party would have had to pay anyway.

Please also refer to the general conditions and exclusions applying to all sections

## Cover 7 Delivering Spare Parts

#### What is covered

If spare parts are not available locally to repair the Insured Vehicle following an Event, We will arrange to have them delivered to You, Your Party or an agreed location as quickly as is reasonably possible.

#### Please remember

We will only pay for the cost of transporting spare parts.

We are not responsible if the spare parts:

- are no longer made;
- cannot be bought from the wholesaler or agent; or
- cannot be exported to the country where the Insured Vehicle is.

#### What is not covered

- The actual cost of all spare parts and any customs duty. You must pay Us these costs within a month of Us asking for payment.
- We will not deliver Spare Parts solely for cost reasons, i.e. because they can be sourced cheaper elsewhere than locally.

Please also refer to the general conditions and exclusions applying to all sections

## Cover 8 Legal Defence

#### What is covered

We will pay up to the amount shown in the Benefits Schedule in respect of legal costs and expenses

- to defend the driver of the Insured Vehicle against criminal charges following a Road Traffic Accident involving the Insured Vehicle.
- to pursue uninsured losses against third parties arising from a Road Traffic Accident involving the Insured Vehicle

#### Please remember

You are responsible for reporting the Event immediately by contacting the assistance provider using the emergency number We have provided. You must do this even if You do not need assistance immediately.

You must not admit liability or agree to settle any claim without the written permission of the assistance provider.

We will decide who should be the legal representative. If at any time We decide that Your defence is not likely to succeed, We or the legal representatives will write to You giving Our reasons.

#### What is not covered

- costs incurred in pursuance of a claim against a tour operator, travel agent, carrier, the assistance provider or the Insurer.
- legal costs incurred prior to the granting of support by the Insurer.
- any claim reported more than 180 days after the start of the incident giving rise to the claim.
- any claim where there are, in the opinion of the Insurer, insufficient prospects of making a successful defence or of recovering more than the costs of bringing the action.
- any claim against any member of Your Party.

Please also refer to the general conditions and exclusions applying to all sections

### Cover 9 Advance of Funds

#### What is covered

We will advance to the Driver, once We have received a signed acknowledgement of debt, a maximum of the amount shown in the Benefits Schedule for the driver to enable the Driver:

- to provide Bail or other security to any judicial authority to secure his or her release and that of the Insured Vehicle following detention after a road traffic accident or motoring offence.
- to pay in respect of customs duty to a foreign government if he or she commits an involuntary breach or non-observance of the conditions under which the Insured Vehicle may be imported for a limited time into the country without payment of customs duty. This includes payment of customs duty arising out of the abandonment of the Insured Vehicle after accident or theft.

#### Please remember

Any advance of funds must be fully paid back to Us within 60 days of the advance being made.

#### What is not covered

- Any costs incurred if the Driver fails to comply with any of the terms of release and the bond is forfeited.

Please also refer to the general conditions and exclusions applying to all sections

### Cover 10 Theft

#### What is covered

If any person other than Your Party damages the Insured Vehicle in the course of a theft or attempted theft of or from the Insured Vehicle We will pay up to the amount shown in the Benefits Schedule towards the cost of repairing the damage. Typically this will include damage to windows and door locks damaged in the course of a theft or attempted theft of or from the Insured Vehicle.

#### Please remember

You must obtain a police report within 24 hours of the theft and send this to the assistance provider.

#### What is not covered

- damage to paintwork, cosmetic items or items which do not affect the ability of the Insured Vehicle to be driven safely e.g. radio aerials.
- costs incurred after You return home

Please also refer to the general conditions and exclusions applying to all sections

## A. The Insured Vehicle

Cover is only available for the following :

- A vehicle registered in the United Kingdom which is under 10 years old since first registration (or under 15 years old if You have paid the appropriate extra premium);
  - a privately-registered motor car, light van, motorised caravan or motor cycle up to 3.5 tonnes when loaded - none of these must be more than 8 metres long, 3 metres high and 2.25 metres wide; this can include hired vehicles provided you have the hirer's permission;
  - a standard caravan or trailer which meets with the relevant rules and regulations and is towed by the Insured Vehicle. The weight of the caravan or trailer when loaded must not be more than the kerb weight of the Insured Vehicle.
- The Insured Vehicle must be permanently registered in the UK and, if necessary, have a current MoT certificate. You must do all that You can to make sure the Insured Vehicle is safe and fit to drive. The Insured Vehicle must be regularly serviced in line with manufacturer's recommendations, carry a serviceable spare wheel and tyre and be in a roadworthy condition at the start of any trip. We may ask for proof that the Insured Vehicle was fit to drive.
  - If We arrange for temporary roadside repairs, You must then immediately arrange any permanent repairs that may be necessary. If You do not, and the same problem happens again, We may ask You to pay all charges incurred.
  - If an Event occurs due to an inadequate repair of a problem that has already caused a call-out under this Policy, We may ask You to pay all charges incurred.
  - If an Event occurs due to unsuccessful amateur servicing or repairs We may ask You to pay all charges incurred.
  - If the Insured Vehicle needs to be moved or recovered after an Event, it must be in an easy position for a recovery vehicle to load. If this is not the case, You may have to pay an emergency recovery fee. In particular if the Insured Vehicle is in a position where it cannot be worked on or towed, the wheels have been removed or where specialist equipment is required for its recovery, You may have to pay extra costs (including labour charges).

## B. Your general responsibilities

You will be responsible for :

- doing all that You can to keep the Insured Vehicle safe and fit to drive;
- any consequential costs resulting from a lockout, where We attempt, with Your permission, to gain entry into the Insured Vehicle;
- taking all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the Insured Vehicle;
- disclosing all material facts to Us. Failure to do this may affect Your rights under this insurance. If You do not know that a fact is or is not material then You should notify Us immediately;
- using all due diligence and doing and concurring in doing all things reasonable and practicable to diminish any claim, to prevent any loss, theft or damage and at all times act as if uninsured;
- minimising Our costs. This is particularly relevant regarding the use of Mobile Phones. the assistance provider provides, for most countries, a Freephone telephone number. Which You should use wherever possible. We expect You to use Mobile phones sparingly and will only be responsible for cost up to £25 in all.
- any costs whatsoever that the law of any country forces You to incur.

## C. What You must and must not do following an Event

Following an Event, You are responsible for :

- reporting the Event immediately by contacting the assistance provider using the emergency number We have provided. You must do this even if You do not need assistance immediately. If You do require assistance immediately, or subsequently, You must contact the assistance provider. You should not

contact any garage or recovery operator direct. We are not responsible for the actions or costs of garages, recovery firms or emergency services acting on Your instructions or the instructions of anyone acting for You;

- giving the assistance provider correct information when You phone for assistance. If You do not, You may have to pay all costs caused by the incorrect information. It is particularly important that You can quote Your reference or policy number. Remember that You must report any Event which could bring about a claim as soon as possible to the assistance provider;
- paying the cost of an assistance provider authorised recovery or repair vehicle coming out to You if You allow the Insured Vehicle to be recovered or repaired by someone else after You have contacted the assistance provider for assistance;
- following any instructions given by the assistance provider. When You ask for assistance or recovery, We will give You an estimated time when the repair or recovery vehicle will arrive. You and Your Party must wait with the Insured Vehicle until the repair or recovery vehicle arrives, unless You have made other arrangements with the assistance provider. We reserve the right to refuse service and charge You for any costs incurred if You are not present at the scene of the Event;
- providing Us with a copy of the police report, at Our request, in the Event of theft, attempted theft or vandalism of the Insured Vehicle;
- the security of the contents of the Insured Vehicle, Caravan or Trailer. We will not recover or repair a Caravan or Trailer if there is a person or animal in it;
- the onward transportation of any animal in Your vehicle. Any assistance given is entirely at Our discretion. We will not be liable for injury or death of the animal. It is Your responsibility to secure any animal being transported in Your own vehicle (in that vehicle) or to make alternative arrangements for its transportation;
- any storage or release fees (over any Policy limits) while the Insured Vehicle is being repaired, or awaiting collection, inspection or abandonment;
- any ferry charges, road tolls, parking charges, and parking and motoring fines incurred during the time that a hire vehicle is allocated to You;
- any ferry charges, road tolls, and parking charges which the driver of a recovery vehicle has to pay;
- obtaining and sending any relevant paperwork immediately and all information and other help We ask for relating to costs that may be claimed from the assistance provider;
- not admitting liability or agreeing to settle any claim without the written permission of the assistance provider;
- the cost of parts or other products used to repair the Insured Vehicle;
- taking all steps necessary to expedite the completion of repairs;
- collecting the Insured Vehicle from the garage after work has been carried out;
- paying back to Us within 60 days of Our asking any sums which We pay on Your behalf which are not covered by this insurance or which You would have incurred in the normal course of events;
- notifying Your Motor Insurance Company following a Road Traffic Accident.

## D. Legal Factors

- Following an Insured Incident attended by the police or other emergency services, transportation of the Insured Vehicle will not take place until they have authorised its removal.
- This Certificate shall be governed by and construed in accordance with the Law of England and Wales unless the Certificate holder'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.
- If the law of any country means that We have to make a payment which We would not otherwise have paid We will be able to reclaim this amount from You.

## E. Our rights

1. We may choose to have the Insured Vehicle repaired (at Your cost) following an Event, rather than arranging for it to be recovered to the United Kingdom;
2. We will not authorise any expense unless:
3. You or anyone involved in the claim keep to the terms and conditions of this cover and;
4. You report any Event immediately afterwards, or as soon as it is discovered by You, by contacting the assistance provider using the emergency number We have provided and;
5. the information You give is true and accurate.
6. If You are covered by any other insurance for an Event, We will only pay Our share of the claim.
7. We may take over and defend any claim in Your name. We may also prosecute other people in Your name.
8. We have the right to take any action against any party in order to recover costs. You will assist Us in any manner that We ask.
9. We will decide how We negotiate and settle Your claim.
10. If We provide a service You are not entitled to, You may have to pay. We may also charge an administration fee.
11. If the assistance provider choose not to enforce or rely on any of these Terms & Conditions on a particular occasion, this will not prevent Us subsequently relying on or enforcing them.
12. All sums insured and limits stated in this policy are inclusive of VAT or local equivalent.
13. Premiums payable under this insurance are inclusive of IPT.

## Complaints procedure

Our aim at all times is to provide a first class standard of service. However, there may be times when you feel that this objective has not been achieved. Should you have any query or complaint regarding this insurance or the way a claim has been dealt with, in the first instance please write to:

**Customer Services Department  
Voyager Insurance Services Ltd  
13-21 High Street, Guildford, Surrey, GU1 3DG**  
Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If you are not satisfied with the way we have dealt with your complaint, please write to:

**The Head of Claims  
UK Underwriting Ltd,  
Cast House,  
Gibraltar Island Road,  
Leeds, LS10 1RJ**

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

This also applies if You are a micro-enterprise, being an enterprise which employs fewer than ten persons and whose annual turnover and/or balance sheet total does not exceed €2,000,000.

You may contact the Financial Ombudsman Service at:

**Financial Ombudsman Service  
South Quay Plaza,  
183 Marsh Wall, Docklands,  
London E14 9SR  
Tel: 0845 080 1800**

Your statutory rights are not affected if you do not follow the complaints procedure above. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

## A. Availability of Service

1. While We seek to meet Your service needs at all times, this may not always be possible - for example, when We are faced with circumstances outside Our reasonable control, such as (without limitation) extreme weather conditions or equipment failure.
2. We cannot guarantee that all of the services in the policy will be available 24 hours of each day. We will do all that is reasonable to provide the service as soon as possible but cannot be held responsible for delays outside of Our control.
3. We have the right to refuse to provide service where We consider that You or any member of Your Party is behaving or has behaved in a threatening or abusive manner to Our employees, agents, or to any third party contractor. We reserve the right to invalidate cover at any time if, in Our opinion, You have misused services provided under this cover.
4. Under no circumstances will the number of people given cover in Your Party exceed any Manufacturer's or legal limits placed upon the Insured Vehicle, and no cover is available under this policy if, at the time of the Event, the Insured Vehicle was carrying more people than it is designed for, as shown in the manufacturer's details.

## B. Use of the Insured Vehicle

No cover is available under this policy if, at the time of the Event, the Insured Vehicle was :

1. being used for racing, competition, rally, trials, off-road driving, speed or duration tests, any motor sports, or practising for such events;
2. overloaded or towing or carrying more weight or people than it is designed for, as shown in the manufacturer's details;
3. hired out or used for hire or reward, or for the carriage of goods for reward, or any claim which includes commercial goods;
4. not in normal use;
5. being driven by a person whom You know does not have a valid driving licence;
6. being driven by a person whom does not meet the conditions of their driving licence;

## C. Condition of the Insured Vehicle

We will not provide assistance or recovery services if the Insured Vehicle is :

1. in Our opinion dangerous or illegal to repair or transport;
2. not fit to drive at the start of the journey or had not been regularly serviced in line with the manufacturer's recommendations or was not accompanied by a legal spare wheel and tyre (or equivalent emergency arrangements such as run-flat tyres or foam as specified by the manufacturer). We may ask for proof that the Insured Vehicle was fit to drive.

## D. Location of the Insured Vehicle

We will not provide assistance or recovery services if the Insured Vehicle is :

1. situated in areas to which We have no right of access or on motor trader's premises. This includes Customs areas and some European Motorways. We will, of course, provide assistance once the Insured Vehicle has been removed from these areas. See Important Information on the front page.
2. temporarily immobilised by floods or snow-affected roads, or is partly or completely buried in snow, mud, sand or water;
3. being transported by sea or rail, (unless loss or damage is caused by Our negligence);

## E. What is not covered

No cover is available under this policy for any loss or legal liability resulting from :

1. the Insured Vehicle being misfuelled, including Events where appropriate additives have not been mixed with the fuel. We will, however, at Our discretion, recover the Insured Vehicle to a local repairer. We are also not liable for any costs or charges connected with the drainage or removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid;
2. ionising radiation or radioactive contamination from nuclear fuel, nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of nuclear equipment;
3. confiscation, nationalisation, detention, destruction of or damage to by or under the authorisation of any government or civil authority;
4. pressure waves from planes or other flying machines;
5. war, invasion or civil war, terrorism; or riot or civil unrest outside Great Britain;
6. natural disasters - earthquakes, hurricanes, volcanoes, tidal waves, avalanches etc;
7. any malicious or criminal act of You or Your Party;
8. a wilful act or omission by You or Your Party;
9. a claim for parts, goods or services, arrangements or advice provided by Us or anyone acting for Us;
10. an inadequate repair of a problem that has already caused a call-out under this Policy;
11. unsuccessful amateur servicing or repairs;
12. any action unauthorised by the assistance provider.
13. damage to paintwork or other cosmetic repairs which do not affect the mobility or safety to drive of the Insured Vehicle;
14. any damage to or theft of objects or accessories left in or outside the Insured Vehicle;
15. any police call-out charges;
16. any expenses which You would have had to pay anyway;
17. anything which would involve breaking the law;
18. indirect or consequential loss of any kind;
19. any liability created by a contract;
20. anyone who was not a member of Your Party at the time of the Event;
21. hitch-hikers;
22. routine servicing or the rectification of failed repairs, or as a way of avoiding repair costs;
23. transportation of horses or livestock;
24. any cost recoverable under any other insurance and/or under the service provided by any other organisation;
25. any costs incurred after a Road Traffic Accident if You have not notified Your Motor Insurance Company of the Event.



Assistance services provided by this insurance are operated by:  
Green Flag Motoring Assistance, Green Flag House, Cote Lane, Leeds LS28 5GF. Telephone 0113 236 3236