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|--|---|
| Policy Type: | Private Car Roadside Assistance Insurance |
| Territory Insured: | UK and/or Europe* |
| Period Covered: | Daily (Single Trip) or Annual Cover* (*as detailed on <i>Your Policy Schedule</i>) |
| Contact Details | |
| Customer Support: +44 (0)20 3740 4431 | Email: enquiries@betttersafe.com |
| Breakdown UK: 0800 206 2631 | Breakdown Europe: +44 1206 714356 |

1. INTRODUCTION

1.1. WHAT IS PRIVATE CAR ROADSIDE ASSISTANCE INSURANCE?

This insurance is designed to help **You** out if **Your Vehicle** breaks down. **Roadside Assistance** for this **Policy** is provided by Call Assist, who is the largest truly independent motor breakdown provider in the UK. **You** can therefore be assured **You** are in safe hands should **Your Vehicle** suffer a **Breakdown**. We provide a 24-hour, 365 day a year service through **Our** network of recovery operators throughout the UK and Europe.

Having **Roadside Assistance** insurance means that if your **Vehicle** stops working and needs repairs, **You** can call **Your** breakdown provider to help fix the problem.

1.2. WHO TO CALL IF YOU BREAKDOWN

If **Your Vehicle** breaks down in the **Territorial Limits (UK)** please call **Our** 24-hour Control Centre on:

0800 206 2631

If **You** are unable to make a connection, please contact **Us** on 01206 714356.

For assistance in the **Territorial Limits (Europe)**, call **Us** on:

+44 1206 714356

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**.

1.3. STATEMENT OF DEMANDS AND NEEDS

This **Policy** meets the demands and needs of persons wishing to ensure that they are covered in the event of a **Breakdown**. As with any insurance, it does not cover all situations and **You** should read the terms and conditions of this **Policy** in connection with **Your Policy Schedule** to ensure that **You** have chosen a level of cover that meets **Your** specific needs.

To be eligible for this **Policy** **You** must be 18+ years of age on the date of purchase of this **Policy**.

Please note **Section 7: What is not Covered (Exclusions)** and **Section 8: Important Things to Note** as they will help with the understanding of this document.

1.4. THE INSURER

This **Policy** is underwritten by Newline Insurance Company Ltd who is registered in England and Wales under company registration number 04409827 and whose registered office is 1st Floor, Fen Court, London, EC3M 5BA. Newline Insurance Company Ltd are also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028).

1.5. BETTERS SAFE

This **Policy** is managed by Betttersafe.com, which is a trading style of Commercial and General Ltd, who is registered in England and Wales under Company Registration Number 03994456 and whose registered

office address is Marvan Court, 1 Waldegrave Road, Teddington, TW11 8LZ. Commercial and General Ltd is authorised and regulated by the Financial Conduct Authority (Firm Reference Number: 300001).

You can contact Betttersafe.com at:

**Marvan Court,
1 Waldegrave Road,
Teddington,
TW11 8LZ**

Telephone: +44 (0)20 3740 4431

Email: enquiries@betttersafe.com

1.6. CALL ASSIST

The roadside assistance service is provided by Call Assist Limited, who is registered in England and Wales under Company Registration Number 3668383 and whose registered office address is Axis Court, North Station Road, Colchester, Essex CO1 1UX. Call Assist Limited, is authorised and regulated by the Financial Conduct Authority (Firm Reference Number: 304838).

You can contact Call Assist at:

**Call Assist Ltd,
Axis Court
North Station Road
Colchester
CO1 1UX**

Telephone: +44 (0)1206 714356

Email: enquiries@call-assist.co.uk

1.7. FINANCIAL SERVICES REGISTER

You can check the details of, Newline Insurance Company Ltd and Commercial and General Ltd t/a Betttersafe.com by visiting the Financial Services Register, which is a register of all authorized financial services firms in the UK, at www.fca.org.uk/register. **You** can also contact the Financial Conduct Authority on telephone number 0800 111 6768 (freephone) or 0300 500 8082.

1.8. YOUR INSURANCE DOCUMENTS

This is **Your** insurance policy which includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with **Your Policy Schedule**. Words which appear in bolded italics have the meanings given to them in the **Section 2: Definitions** section of this **Policy** wording.

Please take the time to read **Your Policy** documentation. If **You** have any questions or there is anything that **You** do not understand, please contact Betttersafe.com by email at enquiries@betttersafe.com or call **+44 (0)20 3740 4431**.

1.9. LANGUAGE

All insurance documents and all communications with **You** about this insurance will be in English.

If **You** have any disability that makes communication difficult, please

contact Betttersafe.com and they will be pleased to help **You**.

1.10. TO QUALIFY FOR COVER

To be eligible for this **Policy** **You** must be 18+ years of age on the date of purchase of this **Policy**.

1.11. CERTIFICATION OF COVER

This **Policy** combined with **Your Policy Schedule** certifies that insurance has been affected between **You** and **Us**. In return for payment of the **Premium** **We** agree to insure **You** in accordance with the terms and conditions contained in and endorsed on these documents.

1.12. COOLING OFF PERIOD

If **You** decide that **You** do not want this insurance, please contact Betttersafe.com within 14 days of receiving **Your** documents to cancel the cover. **You** will receive a full refund of **Your Premium** as long as **You** have not made a **Trip**, or intend to make a claim, or a claim has been made.

1.13. DISCLOSURE OF IMPORTANT INFORMATION

When **You** applied for this **Policy**, and/or when **You** applied to make any change to the cover, **You** were asked a number of questions. **We** relied on all of the answers to these questions to decide the terms upon which **We** offered **You** cover or amended cover. This includes the **Premium** to be charged.

It is therefore essential that all of the answers **You** give or gave were truthful, complete, and accurate to the best of **Your** knowledge. This also includes should **You** make a claim under **Your Policy**. If any of **Your** answers are later found to be incorrect, incomplete, or misleading, this could lead to **Your Policy** being declared invalid and/or to **Your** claim not being paid or not fully paid.

1.14. RENEWAL OF YOUR POLICY

Betttersafe.com will contact **You** a month before the renewal date and inform **You** about any changes to **Your Premium** or the **Policy** terms and conditions. **You** will also be told if **We** are unable to renew **Your Policy**.

Before **Your Policy** renews, please make sure **You** tell Betttersafe.com about any changes to **Your** personal details.

When **You** receive **Your** renewal notice, **You** must also provide Betttersafe.com with details of any changes since **Your Policy** started (or since the **Policy** last renewed if **You** have held the **Policy** for more than one year).

At each annual renewal, please take the opportunity to review **Your Policy** to make sure it still meets **Your** needs and is suitable for **You**. Please also check that the details on **Your Policy Schedule** are still correct and notify Betttersafe.com if any details need to be changed. If **You** have any questions regarding **Your Policy** renewal, please email enquiries@betttersafe.com or call +44 (0)20 3740 4431.

2. DEFINITIONS

"Accident" means a collision immediately rendering the **Vehicle** immobile or unsafe to drive.

"Breakdown" means an electrical or mechanical failure, lack of fuel, misfuel, flat battery, **Accident**, or puncture to the **Vehicle**, which immediately renders the **Vehicle** immobilised.

"Callout" means the deployment of a **Recovery Operator** to your **Vehicle**.

"Damage" means externally caused **Damage** to **Your Vehicle** caused by fire, vandalism, **Accident**, or theft.

"End Date of Cover" means the date that cover under **Your Policy** terminates and is shown on **Your Policy Schedule**.

"Home Address" means the last known address within the **Territorial Limits (UK)** recorded on our system where **Your Vehicle** is ordinarily kept.

"Period of Insurance" means the period of cover under this **Policy**, and

is shown on **Your Policy Schedule**.

"Policy" means this private car roadside assistance insurance **Policy**.

"Policy Schedule" means the document which forms part of the insurance contract between **You** and **Us**. It contains **Your** name, **Home Address** and gives details of the **Period of Insurance** and the **Territorial Limits** covered under **Your Policy**.

"Passenger" means all non-fare paying persons travelling with the **Vehicle** at the time of the **Breakdown**, up to the legal carrying capacity of the **Vehicle**.

"Premium" means the total amount **You** paid for **Your Policy** including Insurance Premium Tax and is shown on **Your Policy Schedule**.

"Recovery Operator" means the independent technician **We** appoint to attend the **Breakdown**.

"Rescue Co-Ordinator" means the telephone operator employed by **Us** to aid **You** in the event of a **Breakdown**.

"Specialist Equipment" means any non-standard apparatus or recovery vehicles which in the opinion of the **Recovery Operator** are required to safely recover the **Vehicle**. **Specialist Equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

"Start Date of Cover" means the date that cover under **Your Policy** begins and is shown on **Your Policy Schedule**.

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

"Territorial Limits (Europe)" means the following countries: Andorra, Austria, Balearics, Belgium, 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, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and Vatican City.

"Territorial Limits (UK)" means Great Britain, Northern Ireland, and the Isle of Man.

"Trip/s" means a journey to the **Territorial Limits (Europe)** which commences from the date of **Your** departure from the **Territorial Limits (UK)** and ceases upon **Your** return to the **Territorial Limits (UK)** for a period not exceeding 90 days.

"Vehicle" means the private car, light commercial vehicle (excluding couriers and hire and reward) or motorcycle/moped detailed within **Your Policy Schedule**, which is less, than:

- 15 years old at the inception of this **Policy** (for Economy, Economy Plus, Nationwide, and Nationwide Plus policies) or
- 10 years old at the inception of this **Policy** (for European policy cover)
- 3,500 kg (3.5 tonnes) gross **Vehicle** weight and
- 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high;

"We/Us/Our" means Newline Insurance Company Ltd.

"You/Your" means the person who took out this **Policy** and is named as the policyholder on the **Policy Schedule** or the driver of the **Vehicle** as applicable.

3. WHAT TO DO IF YOU BREAKDOWN

3.1. If **Your Vehicle** breaks down, please call **Our** 24-hour Control Centre on:

Within the **Territorial Limits (UK)**

0800 206 2631

Within the **Territorial Limits (Europe)**

0044 1206 714356

If **You** are unable to make a connection, please contact **Us** on **01206 714356**.

Please have the following information ready to provide to **Our Rescue Co-Ordinator**:

- **Your** return telephone number
- **Your Policy** number and **Vehicle** registration
- The precise location of **Your Vehicle** (or as accurate as **You** are able in the circumstances).

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.

- Once **We** have taken **Your** details and made all the arrangements, **We** will contact **You** to advise which **Recovery Operator** will be attending and how long they are expected to take. Where possible, please ensure **Your** mobile phone is available to accept calls at all times in case **We** need to contact **You**. **You** will need to be with **Your Vehicle** when the **Recovery Operator** arrives. If **You** would prefer not to wait with the **Vehicle** or it is unsafe to do so, please inform **Our Rescue Co-Ordinator** who will arrange a call on approach, so **You** have sufficient time to return to the **Vehicle**.
- It is **Your** responsibility to guard **Your** safety and abide by the rules of the Highway Code. Please advise **Our Rescue Co-Ordinator** if **You** feel it is not safe to remain within eyesight of the **Vehicle**.
- In the event of a **Breakdown** on a motorway where **You** have no means of contacting **Us** or are unaware of **Your** location, please use the nearest SOS box and advise the Emergency Services of **Our** telephone number, they will then contact **Us** to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that **You** have contacted **Us** and provide them with **Our** telephone number to call **Us** on **Your** behalf.

4. WHAT IS COVERED – UK

Please read the following benefits of cover in accordance with the level of cover **You** have purchased which is detailed on **Your Policy Schedule**.

4.1. ECONOMY COVER – UK

The following service is provided with all levels of cover:

A. ROADSIDE ASSISTANCE

In the event of a **Breakdown** within the **Territorial Limits (UK)**, which occurs more than a one-mile radius/straight line from **Your Home Address** and during the **Period of Insurance**, **We** will arrange and pay for a **Recovery Operator** to attend the **Breakdown** and where appropriate, spend up to 60 minutes to try and repair the **Vehicle**.

B. LOCAL RECOVERY

If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** within 60 minutes at the roadside **We** will assist in the following way:

Either:

- Arrange and pay for **Your Vehicle** and the **Passengers** to be recovered to the nearest **Suitable Garage** which is able to undertake the repair within 10 miles from the scene of the **Breakdown**.

Or: (continued next column)

- If the above is not possible at the time or the repair cannot be made within the same working day, **We** will arrange for **Vehicle** and the **Passengers** to be recovered to **Your** chosen destination up to 10 miles from the scene of the **Breakdown**.

Recovery of **Your Vehicle** and **Passengers** 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 Co-Ordinator** of the address **You** would like the **vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

C. ALTERNATIVE TRAVEL UK*

We will pay up to £250 towards the reasonable cost of alternative transport or a hire **Vehicle** up to 1600cc to allow **You** to complete **Your** original journey. **We** will also pay up to £150 towards the reasonable cost of alternative transport for one person to return and collect the repaired **Vehicle**.

D. EMERGENCY OVERNIGHT ACCOMMODATION UK*

We will pay up to £150 for a lone traveller or £75 per person towards the reasonable cost of overnight accommodation including breakfast for the **Passengers** whilst **Your Vehicle** is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.

Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a **Breakdown** in the **Territorial Limits (UK)**:

- The **Vehicle** must be repaired at the nearest **Suitable Garage** to the **Breakdown** location.
- The **Vehicle** cannot be repaired the same working day.
- The **Breakdown** did not occur within 20 miles of **Your Home Address**.

We will determine which benefit is offered to **You** by assessing the circumstances of the **Breakdown** and what is the most cost-effective option for **Us**.

*These services may be offered on a pay/claim basis, which means that **You** must pay initially, and **We** will send **You** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **Our Rescue Co-Ordinator**. This **Policy** will only pay for a hire vehicle which **We** deem is appropriate for **Your** requirements and is available at the time. **We** will only reimburse claims when **We** are in receipt of valid proof of payment.

E. CARAVANS AND TRAILERS

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

F. KEYS

If **You** lose, break, or lock **Your Vehicle** keys within **Your Vehicle**, **We** will pay the **Callout** and mileage charges back to the **Recovery Operator's** base or **Your** preferred destination if closer. All other costs incurred, including any **Specialist Equipment** needed to move the **Vehicle**, will be at **Your** expense.

G. MISFUEL ASSIST

In the event **Your Vehicle's** fuel tank is filled with the incorrect type of fuel, **We** will arrange and pay up to £250 (inclusive of VAT) for a **Recovery Operator** to either recover **Your Vehicle** and the **Passengers** to the **Recovery Operator's** 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.

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** and the **Passengers** to a repairer of **Your** choice within 20 miles of the scene of the **Breakdown**. Subject to the prior authorisation of **Our Rescue Co-Ordinator** and upon receipt of valid proof of payment confirming the work undertaken **We** will also reimburse up to £250 (inclusive of VAT) towards the cost of a fuel drain and flush.

H. REDELIVERY

If **We** are unable to repair **Your Vehicle** at the roadside and a **Suitable Garage** cannot accept the **Vehicle** the same working day, **We** will recover **Your Vehicle** and the **Passengers** to the **Home Address**, or the address agreed in accordance with the level of cover **You** purchased. **We** will then arrange with **You** to collect the **Vehicle** and take it to the nearest **Suitable Garage** when they are able to accept the **Vehicle**.

Alternatively, if **You** would prefer to leave **Your Vehicle** unattended at a **Suitable Garage** which is closed. **We** will reimburse **Your** taxi fares for a journey of up to 20 miles from the **Suitable Garage** to the **Home Address**. **We** will only reimburse claims when **We** are in receipt of valid proof of payment.

I. DRIVER ILLNESS OR INJURY

If **You** are unable to continue **Your** journey within the **Territorial Limits (UK)** or **Territorial Limits (Europe)** due to illness or injury to the only qualified driver, provided none of **Your Passengers** are able to drive, **We** will provide an alternative driver to return the **Vehicle** to **Your** nominated destination within the **Territorial Limits (UK)**. A medical certificate will be required for **Us** to validate **Your** claim and **We** will only accept claims which occur and are made within the **Period Of Insurance**.

J. 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.

4.2. ECONOMY PLUS – UK

If **You** have opted and paid for **Economy Plus Cover** it includes the same benefits as (4.1.) **Economy Cover**, with addition of (4.2. A.) **Home Assist**.

A. HOME ASSIST

We will arrange and pay for a **Recovery Operator** to attend a **Breakdown** at or within a one-mile radius/straight line of **Your Home Address** and where appropriate, spend up to 60 minutes to try and repair the **Vehicle**.

If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** within 60 minutes at the scene of the **Breakdown**, **We** will arrange and pay for **Your Vehicle** and the **Passengers** to be recovered to the nearest **Suitable Garage** which is able to undertake the repair within 10 miles from the scene of the **Breakdown**.

- Recovery of **Your Vehicle** and **Passengers** 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 Co-Ordinator** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

4.3. NATIONWIDE COVER – UK

If **You** have opted and paid for **Nationwide Cover** it includes the same benefits as **Economy Cover**, with the addition of (4.3. A.) **Nationwide Recovery**.

A. NATIONWIDE RECOVERY

If **Your Vehicle** cannot be repaired by a **Suitable Garage** within the same working day, **We** will arrange and pay for **Your Vehicle** and the **Passengers** to be recovered to the **Home Address**, or if **You** would prefer and it is closer, **Your** preferred destination within the **Territorial Limits (UK)**.

Recovery of **Your Vehicle** and **Passengers** 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 Co-Ordinator** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

4.4. NATIONWIDE PLUS COVER – UK

If **You** have opted and paid for **Nationwide Plus Cover**, it includes all of the same benefits as (4.3) **Nationwide Cover**, with the addition of (4.2. A.) **Home Assist**.

5. WHAT IS COVERED – EUROPE

5.1. EUROPEAN COVER

If **You** have opted and paid for **European Cover** it includes all of the same benefits as (4.3) **Nationwide Cover UK** with the addition of (4.5. A.) **Pre-Departure Cover** and the following benefits which apply within the **Territorial Limits (Europe)**.

A. PRE-DEPARTURE COVER

In the event of a **Breakdown** within the **Territorial Limits (UK)** which occurs no more than seven days prior to a pre-booked trip to the **Territorial Limits (Europe)**, then providing **Your Vehicle** cannot be repaired by **Your** intended departure date and **we** are immediately notified of the **Breakdown**, **We** will reimburse up to £500 towards one of the following:

- The rental of a hire vehicle which **We** deem is appropriate for **Your** requirements for the purpose of carrying out **Your** original **Trip** within the **Territorial Limits (Europe)**.
- The cost of rebooking **Your** original sea or motorail crossing to the nearest available date once **Your Vehicle** has been repaired.

Before arranging these services, authorisation must be obtained from **Our Rescue Co-Ordinator**. Cover will only apply if **You** can evidence in writing the duration of **Your** planned **Trip** was for less than 90 days.

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

- Valid proof of payment for the hire vehicle and/or
- Rebooked sea/motorail crossing tickets, together with copies of **Your** original sea/motorail crossing tickets and;
- Evidence from a **Suitable Garage** detailing the repairs made to **Your Vehicle**.

Pre-Departure Cover does not apply for any **Breakdown** occurring within 10 days of **You** purchasing/upgrading this **Policy** or in the event the imminent or actual **Breakdown** of **Your Vehicle** is discovered during an MOT or service carried out within 10 days prior to **Your** intended departure.

5.2. EUROPEAN PLUS COVER

If **You** have opted and paid for **European Plus Cover**, it includes all of the same benefits as **(4.5) European Cover**, with the addition of **(4.2. A.) Home Assist**.

6. GENERAL NOTES RELATING TO EUROPEAN COVER

6.1. **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** driving licence and V5C registration document with **You** during **Your** journey. Due to local regulations and customs, **You** may be required to provide copies of **Your** driving licence or V5C registration document. **You** will be held liable for any costs incurred if copies of **Your** driving licence or V5C registration document are not immediately available.
- Due to differing national standards and infrastructures abroad, assistance may take longer in arriving. **We** will require detailed information from **You** regarding the location of **Your Vehicle**. **We** will need to know details of **Your** itinerary and if requested proof of both **Your** outbound and inbound travel dates must be provided to validate **Your** claim. When **We** have all the required information **We** will liaise with **Our** European network and **You** must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, **We** will not be held liable for any delay this causes.
- In the event of a **Breakdown** on a motorway or major public road within the **Territorial Limits (Europe)**, access may be restricted to a private towing service only. Should this occur, **You** will need to obtain assistance via the SOS phones. The private towing service will tow **Your Vehicle** to a place of safety, and **You** will be required to pay for the service immediately. **You** can then contact **Us** for further assistance. **We** will pay a maximum of £150 towards reimbursement of the costs, but **We** will only reimburse claims when **We** are in receipt of valid proof of payment. Payment will be made in accordance with the exchange rate on the date of the claim.

For assistance in the **Territorial Limits (Europe)**, call **Us** on:

+44 1206 714356

6.2. ROADSIDE ASSISTANCE ABROAD

In the event of a **Breakdown** within the **Territorial Limits (Europe)** which occurs during the **Period Of Insurance**, **We** will arrange and pay for a **Recovery Operator** to attend the **Breakdown** and where appropriate, spend up to 60 minutes to try and repair the **Vehicle**.

If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** within 60 minutes at the roadside **We** will arrange and pay for **Your Vehicle** and the **Passengers** to be recovered to the nearest **Suitable Garage** able to undertake the repair.

6.3. RECOVERY AND REPATRIATION SERVICE

If the **Vehicle** cannot be repaired within 48 hours or by **You** intended return, whichever is due to occur last, **We** will arrange and pay for **Your Vehicle** and the **Passengers** to be transported either to **Your Home Address**, or if **You** would prefer and it is closer, **Your** original destination within the **Territorial Limits (Europe)**.

6.4. ALTERNATIVE TRANSPORT ABROAD*

In the event of a **Breakdown** within the **Territorial Limits (Europe)**, **We** will pay up to £500 towards the reasonable cost of alternative transport or a hire **Vehicle** up to 1,600cc to allow **You** to continue **Your**

Trip in the **Territorial Limits (Europe)** whilst **Your Vehicle** remains unroadworthy. **We** will also pay up to £200 towards the reasonable cost of alternative transport for two people to return and collect the repaired **Vehicle**.

6.5. EMERGENCY OVERNIGHT ACCOMMODATION ABROAD*

In the event of a **Breakdown** within the **Territorial Limits (Europe)** where **Your Vehicle** cannot be repaired the same working day and which results in **You** not being able to stay at **Your** pre-booked accommodation, **We** will pay up to £150 per person for one night towards the reasonable cost of overnight accommodation including breakfast for **You** and **Your Passengers**. The maximum emergency overnight accommodation abroad payment per incident is £1000.

***These services may be offered on a pay/claim basis, which means that **You** must pay initially, and **We** will send **You** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **Our Rescue Co-Ordinator**. This **Policy** will only pay for a hire vehicle which **We** deem is appropriate for **Your** requirements and is available at the time. **We** will only reimburse claims when **We** are in receipt of valid proof of payment.**

6.6. SHIPPING OF SPARE PARTS

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

7. WHAT IS NOT COVERED (EXCLUSIONS)

We will not reimburse **Your Excess** or any financial loss or expense in the following circumstances (applying to all sections unless otherwise stated):

- 7.1.** Any **Breakdown** that occurred before the **Policy** commenced, the **Vehicle** was placed on cover, or before the **Policy** was upgraded.
- 7.2.** Any caravan/trailer where:
 - the total length of the **Vehicle** and caravan/trailer exceeds 7 metres/23 feet (not including the length of the A-frame and hitch)
 - where it is not attached to the **Vehicle** with a standard 50mm tow ball coupling hitch
 - there is any **Breakdown** or **Accident** to the caravan or trailer itself.
- 7.3.** Assistance following an **Accident**, theft, fire, or vandalism.
- 7.4.** Any costs incurred to attend the **Vehicle** due to faults with electric windows, sunroofs, broken windows/windcreens or locks not working which prevent the **Vehicle** from being parked securely, unless the fault occurs during the course of a journey and **Your** safety is compromised.
- 7.5.** **Breakdowns** caused by a failure to maintain the **Vehicle** in a roadworthy condition including the routine servicing of the **Vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
- 7.6.** Costs incurred in addition to a standard **Callout** where service cannot be undertaken at the roadside because the **Vehicle** is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are

not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.

- 7.7. **Specialist Equipment**, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **Breakdown** if **Your Vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
- 7.8. **Breakdowns** caused by overloading of the **Vehicle** or carrying more **Passengers** than it is designed to carry.
- 7.9. 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**, declared fit to drive by the **Recovery Operator** or is in transit to a pre-booked appointment at a **Suitable Garage**.
- 7.10. 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 **Vehicle** and **Passenger** recovery is required, **We** will only recover to one address in respect of any one **Breakdown**.
- 7.11. Any **Vehicle** which is not listed on **Your Policy Schedule** as being eligible for **Breakdown** cover with **Us**.
- 7.12. 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.
- 7.13. Assistance if the **Vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 7.14. The cost of any parts, components or materials used to repair the **Vehicle**.
- 7.15. Repair and labour costs other than an hour's roadside labour at the scene.
- 7.16. 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 assistance.
- 7.17. Storage charges unless incurred whilst **We** organise repatriation from the **Territorial Limits (Europe)**.
- 7.18. Any claim within 24 hours of the time the **Policy** is purchased.
- 7.19. More than six **Callouts** per insured **Vehicle** in any one **Period Of Insurance**. Should **You** change **Your Vehicle** midterm, the number of **Callouts** provided to the previous **Vehicle(s)** will be carried forward.
- 7.20. Claims totalling more than £15,000 in any one **Period Of Insurance**.
- 7.21. Any costs or expenses not authorised by **Our Rescue Co-Ordinators** prior to being incurred. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
- 7.22. Any charges where **You** or the Emergency Services arrange assistance or repairs by other means unless **We** have agreed to reimburse **You**.
- 7.23. Nothing in this **Policy** limits **Our** liability for death or personal injury caused by the negligence of **Us** or **Our** employees or for any liability which may not lawfully be limited or excluded. This **Policy** is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
- 7.24. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
- 7.25. Any cost that would have been incurred if no claim had arisen.
- 7.26. Any false or fraudulent claims.

- 7.27. The cost of fuel, oil, or any insurance/excess in relation to a claim for a hire vehicle.
- 7.28. 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.
- 7.29. Recovery of the **Vehicle** or **Your transport** costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.
- 7.30. **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 any time that has to be taken off work because of a **Breakdown**.
- 7.31. Any cost incurred as a result of **Your** failure to comply with requests by **Us** or the **Recovery Operator** concerning the assistance being provided.
- 7.32. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
- 7.33. Fines and penalties imposed by courts.
- 7.34. Any cost recoverable under any other insurance policy that **You** may have.
- 7.35. If **Your** claim results in any way from war, terrorism, or nuclear risk. For the purposes of this exclusion:
 - "War" means invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
 - "Terrorism" means any act of any person or organization involving, causing, or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.
 - "Nuclear Risk" means damage or destruction caused by, contributed to, or arising from:
 - Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

8. IMPORTANT TO NOTE

8.1. UNINSURED SERVICE

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

8.2. CHANGE OF VEHICLE

Our Policy only covers the **Vehicle** registered on **Our** database; therefore, any change must be notified immediately by contacting the organisation **You** purchased this **Policy** from. Please provide them with **Your Policy** number, the new registration, make, model and colour of **Your Vehicle** and the date **You** wish to make the change.

8.3. MEASUREMENTS

A **Home Assist** (see section 4.2. A.) is calculated using a straight line from the **Home Address** to the location of the **Breakdown**. All other measurements are calculated using driving distances.

8.4. GARAGE REPAIRS

Any repairs undertaken by the **Recovery Operators** at their premises are provided under a separate contract, which is between **You** and the **Recovery Operator**.

8.5. SIGNING DOCUMENTATION

You may be asked to sign documents by the **Recovery Operator** which relate to the service being provided. Whilst **You** are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until **You** have read and understood the content in full. In the event **You** require assistance with understanding such documents please contact **Us** on 0800 206 2631.

8.6. EMERGENCY REPAIRS

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

9. GENERAL CONDITIONS

9.1. Applying to all sections - **We** will provide cover if:

- **You** have met all the terms and conditions within this **Policy**.
- The information provided to **Us**, as far as **You** are aware, is correct.

9.2. Details of **Your** cover may not reach **Us** by the time assistance is required. In this unlikely event, **We** will assist **You**. However, before assistance can be provided, **We** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **We** receive confirmation that **You** have adequate cover the reserved funds will be released. If **We** receive confirmation that **You** do not have adequate cover, **We** will take payment for any uninsured costs.

9.3. The driver of the **Vehicle** must remain with or nearby the **Vehicle** until help arrives.

9.4. 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**.

9.5. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.

9.6. **We** have the right to refuse to provide the service if **You** or **Your Passengers** are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to **Our Rescue Co-Ordinators** or the **Recovery Operator**.

9.7. The **Vehicle** must be registered to and ordinarily kept at an address within the **Territorial Limits (UK)**, and **You** must be a permanent resident within the **Territorial Limits (UK)**.

9.8. **Vehicles** must be located within the **Territorial Limits (UK)** when cover is purchased and commences.

9.9. When **You** contact **Us** for assistance **We** may ask if **Your Vehicle** is fitted with alloy wheels. **We** must be advised the correct information at this time. If **We** are not made aware and **We** are unable to provide service promptly or efficiently through the **Recovery Operator** who will be assisting **You**, **You** will be charged for any additional costs incurred.

9.10. If in **Our** opinion the **Vehicle** is beyond economical repair or the cost of the claim is likely to exceed the market value of the **Vehicle** in its current condition following the **Breakdown**, **We** have the option to pay **You** the market value of the **Vehicle** in its current condition and pay **Your** transportation costs to **Your Home Address**. It will be **Your** responsibility to apply for a Certificate of Destruction or other such document and **You** will be required to pay for any storage costs whilst this is obtained. If **You** would prefer the **Vehicle** to be transported to **Your Home Address** or original destination, this can be arranged but you will need to pay any costs which exceed the market value of the **Vehicle** in its current condition. If the **Vehicle** is beyond economical repair, **You** will have one week to advise **Us** of how **You** wish to transport or dispose of the **Vehicle**. If **You** do not contact **Us** within one week **You** consent to **Us** to dispose of the **Vehicle**.

9.11. 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. If **You** do not have sufficient funds to pay for the parts, all further cover for the claim for this **Policy** will cease.

9.12. 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.

9.13. **We** may decline service if **You** have an outstanding debt with **Us**.

9.14. **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**.

9.15. 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.

9.16. Regardless of circumstances, **We** will not be held liable for any costs incurred if **You** are unable to make a telephone connection to any numbers provided. If **You** are unable to make a connection on any of the numbers provided, please call 01603 327180.

9.17. The **Policy** is not transferable.

10. CANCELLATION

10.1. **You** may cancel **Your Policy** within 14 days of receiving **Your** documents (cooling-off period), and **You** will be entitled to a full refund of **Your Premium** as long as **You** have not made a **Trip** or made a claim and do not intend to make a claim

10.2. **You** can cancel at any time after the 14-day cooling-off period and **We** will make a proportionate refund of the **Premium You** paid for the **Period of Insurance** remaining, as long as **You** have not made a **Trip** or made a claim and do not intend to make a claim. However, such refund may be subject to an administration charge of £5 from Betttersafe.com. To cancel cover please email or telephone Betttersafe.com.

10.3. **You** may be required, upon request, to provide proof that a **Trip** did not take place.

10.4. **We** may cancel **Your Policy** at any time by giving **You** 30 days' written notice to **Your** last known email address (or mailing address if **You** do not have an email address) provided by **You**. **We** will pay a proportionate refund of any **Premium You** paid for the **Period of Insurance** remaining.

10.5. **We** may cancel **Your Policy** due to **Your** non-payment of **Premium** or if **You** use threatening or abusive behaviour or

language or **We** have reasonable suspicion of fraud. This is not an exhaustive list.

11. COMPLAINTS

11.1. COMPLAINTS ABOUT THE SALE OR ADMINISTRATION OF YOUR POLICY

If **You** wish to make a complaint about any aspect of this **Policy**, please contact:

The Managing Director
Commercial and General Ltd
Marvan Court
1 Waldegrave Road
Teddington
TW11 8LZ
Telephone: +44 (0)20 3740 4431
Email: claims@comandgen.com

11.2. IF YOU REMAIN DISSATISFIED

If **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to the Financial Ombudsman Service, which is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: +44 (0) 20 7654 1000
Facsimile: +44 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You may have the right to refer **Your** complaint to the Financial Ombudsman Service.

This procedure does not affect **Your** right to take legal action.

12. LEGAL AND REGULATORY INFORMATION

12.1. LAW AND LEGAL PROCEEDINGS APPLICABLE

Unless **You** and **We** agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live. Any legal proceedings between **You** and **Us** in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom in which **You** live.

12.2. FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this contract. Further information can be obtained from Financial Services Compensation Scheme.

Telephone: 0800 678 1100 or 020 7741 4100
Website: www.fscs.org.uk

12.3. SANCTIONS

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

12.4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **Us** can enforce the terms of this contract.

12.5. CALL RECORDING

To help **Us** provide a quality service, **Your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **Breakdown** service **We** provide.

12.6. PRIVACY AND DATA PROTECTION NOTICE

The Insurer, Bettersafe.com, and the Administrator are committed to protecting and respecting **Your** privacy in accordance with the current data protection legislation.

The Insurer, Bettersafe.com, and the Administrator will individually collect and maintain **Your** personal data in order to administer **Your Policy** and provide to **You** the services detailed within this **Policy** wording.

The Insurer, Bettersafe.com, and the Administrator act as independent data controllers in their own right. Their purpose for collecting, using, sharing, transferring, and storing **Your** personal data may differ.

For further details of how the Insurer, Bettersafe.com, and the Administrator use the personal information that **You** provide in order to purchase **Your Policy** and **Your** individual data privacy rights please view the privacy policies at the URL links below.

If **You** do not have access to the internet, please contact Bettersafe.com and they will send **You** a printed copy of the privacy policies.

12.7. PRIVACY POLICIES

THE INSURER

For the full Newline Insurance Company Ltd privacy policy please follow this link <https://newlinegroup.com/privacy-statement/>.

Further enquiries in relation to data held by Newline Insurance Company Ltd should be directed to the Data Protection Officer at 1st Floor, Fen Court, London, EC3M 5BA, or by emailing DPO@newlinegroup.com.

COMMERCIAL AND GENERAL LTD t/a BETTERS SAFE.COM

For the full Bettersafe.com privacy policy please follow this link <https://www.bettersafe.com/privacy-policy>.

Further enquiries in relation to data held by Bettersafe.com or the Administrator should be directed to the Data Protection Officer, Commercial and General Limited, Marvan Court, 1 Waldegrave Road, Teddington, TW11 8LZ or by emailing enquiries@bettersafe.com.

CALL ASSIST

For the full Call Assist Limited privacy policy please follow this link www.call-assist.co.uk/privacy-policy.

Further enquiries in relation to data held by Call Assist should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.