







PRESCUE Policy Wording

This Policy is arranged by Footman James. You can write to Footman James at our registered office address:

Footman James, Castlegate House, Castlegate Way, Dudley, West Midlands DY1 4TA

Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Towergate Underwriting Group Limited's FCA regulated number is 313250. You can check this by viewing the FCA website at www.fca.org.uk/register.

Any reference to 'We', 'Us' and 'Our' are to the insurer named on the schedule.

This is Your FJ Rescue Policy Document. Read this booklet, the schedule and Certificate of Motor Insurance carefully and keep them in a safe place. If You have any questions about any of Your additional cover insurance documents, contact **Your** insurance broker Footman lames.

Name of Insurance undertaking

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **Us** on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register.

This policy is administered by AXA Assistance UK, which is regulated by the Financial Conduct Authority (FCA) (FCA register number 439069) and a member of the AXA Assistance Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Important information

This document sets out the terms and conditions of **Your** cover and it is important that You read it carefully. There are different levels of cover available. The cover **You** hold will be set out in the accompanying Policy Schedule. If changes are made, these will be confirmed to You separately in writing. Each section of cover explains what is and is not covered. There are also General Exclusions (things that are not included) that apply to all sections of the cover, and there are General **Conditions** that **You** must follow so **You** are entitled to the cover.

Your right to cancel

If this insurance does not meet Your needs, You can cancel it within 14 days of receiving Your documents or within 14 days of the start date of Your policy, whichever is later. If You have not made a claim for a total loss under the motor policy, and You confirm that You do not know about any incident which may give rise to a claim, You will receive a full return of the **Premium** paid for this Additional Product. This Additional Product can only be cancelled after 14 days if You are also cancelling Your main insurance policy. The refund due will be calculated in accordance with the cancellation terms set out in the General **Conditions** of the motor policy.

Our Promise

We make every effort to provide You with the highest standards of service. If on occasion **Our** service falls below the standard **You** would expect **Us** to meet, the following procedure explains what **You** should do

Complaints

You can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at:

Inter Partner Assistance SA

The Ouadrangle

106-118 Station Road

Redhill

Surrey

RH11PR

Tel: 0330 1233547

Email: quality.assurance@axa-assistance.co.uk

If **We** are unable to reach a satisfactory conclusion, **You** have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from

mobiles)

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

These actions do not affect **Your** rights to take legal action if necessary.

Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers a safety net for customers of financial services firms should they not be able to meet their liabilities and You may be entitled to claim compensation in such an event. The level of compensation depends on the type on insurance and circumstances of the claim.

Further information can be obtained from www.fscs.org.uk

Data Protection Notice

It is a condition of this insurance that **You** read and accept the terms in this data protection notice. You should show this notice to anyone covered by the insurance. This notice explains how We may use Your details and tells You about the systems and lists We (and others) have in place to detect and prevent fraud. All information about You of a sensitive or personal nature will be treated as private and confidential. We and Footman James (hereafter 'We, Us, Our') will however use and disclose the information We have about You in the course of arranging, placing and administering **Your** insurance. This may involve passing information about You to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in Your insurance. We may also pass information about You to credit reference agencies and Premium finance providers in connection with the assessment of Your financial standing generally and, in particular, where You have requested a **Premium** instalment plan – this may include details of **Your** payment record with Us. We may also pass information about You to other companies which are in, or are associated with, Our group. We or they may also use the information We hold about You to provide You with information on other products and services We or they can offer and which **We** or they feel may be of interest to **You**. If **You** do not wish to receive marketing information from **Us** or them, or for **Us** to disclose information about **You** to other parties for marketing purposes, please

contact **Us** immediately. In the interests of security and to improve **Our** service, telephone calls may be monitored and/or recorded. **We** undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **Your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **We** have taken appropriate steps to ensure the same (or equivalent) level of protection for **Your** information in other countries as there is in the European Union.

Relevant Law

Your policy is subject to English Law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the English courts. **Your** policy represents the entire agreement between **You** and **Us**.

Preventing and Detecting Fraud

Fraudulent insurance applications and claims increase premiums for all policyholders. To prevent and detect insurance-related fraud **We** may check **Your** details with national fraud prevention agencies and databases including Insurance Hunter, Motor Insurance Anti-Fraud and Theft Register, Claims and Underwriting Exchange and the Motor Insurance Database.

If **You** give **Us** false or inaccurate information and **We** identify fraud, **We** will pass **Your** details to fraud protection agencies. Law enforcement agencies may also access and use this information. Insurers and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related or other facilities;
- · managing credit and credit-related accounts or facilities;
- · recovering debt;
- checking details on proposals and claims for all types of insurance;
 and
- · checking details of job applicants and employees.

Please contact **Us** if **You** would like details of the agencies **We** use.

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

Breakdown

Definitions applicable to Breakdown Cover

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings.

Authorised Operator

A service provider authorised by **Us** in advance to carry out repairs or **Vehicle** recovery under this policy.

Breakdown

Breakdown means an event which renders You unable to commence, continue or complete a Journey as a result of Your Vehicle being unsafe to drive or being immobilised or not being able to use the **Vehicle** because of:

- · A mechanical or electrical Breakdown:
- A flat battery;
- · A flat tyre;
- · Vandalism:
- A fire:
- A theft or an attempted theft;
- An accident:
- It having no fuel;
- Your locks being faulty.

Countries Covered

UK, cover for which includes Great Britain, Northern Ireland, the Isle of Man and Channel Islands.

For European Breakdown cover this also includes Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.

General Conditions

The **General Conditions** apply to all parts of this policy.

General Exclusions

The General Exclusions detail events which are NOT covered under this policy.

Home

Your current UK address where You permanently live or where You keep Your Vehicle.

Insured Person

You, and any Passenger or Driver/rider who is in/on the Vehicle with Your permission at the time of the Breakdown (maximum 7 people including the Driver).

Journey

A trip between Your Home in the UK and or a place abroad, within the Countries Covered.

Luggage

Suitcases or other bags that contain personal belongings for Your Journey.

Passenger(s)

The occupants/pillion of the Vehicle. The number of Passengers must not exceed the manufacturer's recommendation.

Period of Cover

The length of time which this insurance applies. This is shown on Your Policy Schedule.

Policy Schedule

A document detailing the services and vehicles entitled to cover under this policy.

Premium

The amount payable by You as shown on Your Policy Schedule.

The Underwriter

This policy is underwritten by Inter Partner Assistance SA (IPA)

AXA Assistance (UK) Limited operates the 24 hour motoring assistance helpline.

Vehicle

Vehicle means the private car or motorcycle which is not more than:



As shown on Your Policy Schedule. If the Vehicle You are in breaks down while You are towing a caravan or trailer, We will recover the **Vehicle** and the caravan or trailer, as long as the caravan or trailer is not more than:



The Vehicle You are travelling in must carry a serviceable spare tyre and wheel, and a Key that will let Us remove a wheel secured by wheel nuts for the **Vehicle**, caravan or trailer, if it is designed to carry one.

We, Our, Us

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106 – 118 Station Road, Redhill, Surrey, RH1 1PR. In the Data Protection Act section of this policy 'We' also means AXA Assistance (UK) Ltd.

You, Your, Driver

The policyholder, or policyholders named on the **Policy Schedule** or any person driving/riding an **Insured Vehicle**, and any **Passengers** in the Insured Vehicle not exceeding the Vehicle manufacturers recommendation.

How to claim

To get UK emergency help, contact the 24 Hour Emergency Helpline: 0333 207 6582

To get European emergency help contact the 24 Hour Emergency Helpline: (+44) (0)1737 334 070

You may have to pay a charge if You use a mobile phone to call this number.

Emergency message service

Text messaging is available if You are deaf, hard of hearing or have speech difficulties. Please text the word 'Breakdown' to 07624 808 266.

You should have the following information available:

- Insured Person's full name and address
- Policy number on Your certificate of insurance
- Registration number of the insured Vehicle
- Make, model and colour of the insured Vehicle
- Nature of the Breakdown or problem
- · The location of the insured Vehicle
- An SOS box or marker post number (if this applies)

Unless **You** arrange with **Us** on the telephone **You** must be with the insured **Vehicle** at the estimated time that **We** advise assistance can be expected.

Service Summary					
Cover Available	UK Breakdown	UK Breakdown with Homestart	UK & European Breakdown	UK & European Breakdown with Homestart	
Up to one hour roadside repair	✓	✓	✓	✓	
Roadside assistance beyond one mile from Home	✓	✓	✓	✓	
Roadside assistance within one mile from Home	×	✓	×	✓	
UK Recovery	✓	✓	✓	✓	
European Cover	×	×	✓	✓	
24 Hour car hire	✓	✓	✓	✓	
Overnight accommodation	✓	✓	✓	✓	
Repatriation to UK of Vehicle , occupants or both	×	×	✓	✓	

Breakdown Causes				
What is Covered				
Flat Battery	✓	Fire	✓	
Flat Tyre	✓	Theft or Attempted Theft	✓	
Mechanical/Electrical Breakdown	✓	Vandalism	✓	
No Fuel	✓	Faulty keys	✓	
Accident	✓	Incapacitated Driver	✓	

Cover Limits				
Service	What is Covered	Total amount payable per claim		
UK Car Hire up to 24 Hours	£100	£100		
UK Overnight Accommodation	£80 per person	£500		
Theft or Attempted Theft	£200	£200		
UK Transport Home	£150	£150		
UK Storage	£100	£100		
UK Police Motorway Assistance	£100	£100		
Scrapping of Vehicle due to uneconomic repatriation costs	£500	£500		
European Car Hire	£70 per day	Up to £750 in total		
European Police Motorway Assistance	£250	£250		
European Accommodation	£80 per person	Up to £500 in total		

All payments include VAT and any other sales taxes applicable at the point of claim.

During any 12 month period We will not be responsible for more than two claims which arise from a common fault on the same Vehicle. Maximum number of claims is 6 per Vehicle as shown on Your Policy Schedule.

The maximum amount payable for any claim or series of claims arising from the same **Journey** outside of the UK **Countries Covered** is £5000.

What is Covered and Not Covered

UK Breakdown

(Your Schedule will confirm if this cover applies)

What is Covered

If the Vehicle breaks down more than one mile from Your Home, We will arrange and pay for a breakdown vehicle to come to the Vehicle and Our Authorised Operator will take up to one hour's labour (where safe and legal to do so) to try to get it working again. If the **Vehicle** cannot be made safe to drive at the place **You** have broken down, and cannot be repaired the same day at a suitable local garage, We will choose the most appropriate solution from one of the following options, taking **Your** circumstances into account.

UK Recovery

• We will take the Driver and Passengers, together with the Vehicle, to Your original destination or Your address:

Or

• We will arrange for the Vehicle to be taken to a suitable repairer for it to be repaired at Your cost, as long as this can be done in one Journey;

Or

Overnight Recovery

• We will pay the cost for bed and breakfast for one night only. We will pay up to £80 for each person up to a total of £500;

Or

24 Hour UK Car Hire

• We will pay up to £100 for a hire vehicle for up to 24 hours. You will be responsible for returning the hire vehicle and collecting Your repaired Vehicle. You must meet the conditions of the hire-car company to be able to hire a car.

What is Not Covered

- A Breakdown at or within one mile from Your Home.
- Travel outside the UK.
- · Anything mentioned in General **Exclusions**

What is Covered	What is Not Covered
Incapacitated Driver	
 As well as the benefits above, if during the Journey, the Driver becomes unable to drive through injury or illness they have gained during the Journey, and there is no one else able or qualified to drive the Vehicle, We will provide a driver to finish the Journey or return the Vehicle and Passengers to the place You were originally travelling from. You will need to provide a medical certificate for the Driver before We provide assistance. 	 Assisted repatriation of the Driver and/ or Passengers who are incapacitated as a result of medical conditions. Anything mentioned in General Exclusions.

Homestart (Your Schedule will confirm if this cover applies)				
What is Covered	What is Not Covered			
 If the Vehicle breaks down anywhere at or within one mile from Your Home, We will arrange and pay for a breakdown vehicle to come to the Vehicle and Our Authorised Operator will take up to one hour's labour to try to get the Vehicle working again. We will try to mobilise Your Vehicle when it is safe and legal to do so. If the Vehicle cannot be safely repaired to drive at the place You have broken down, We will arrange for the Vehicle, the Driver and Passengers to be taken to a suitable local garage (normally within 20 miles), for it to be repaired. You must pay the costs of any repairs. 	 Travel outside the UK. Anything mentioned in General Exclusions. 			

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European Breakdown

(Your Schedule will confirm if this cover applies)

Introduction to European Motoring

As a guideline, We recommend You take the following documents in case You need them by law in the countries in which You might break down:

- Photo card driving licence and supporting documents
- Insurance documents including Travel Insurance if You have purchased this for Your Journey
- MOT Certificate (if applicable)
- Logbook (V5 registration document)
- If You do not own the Vehicle, confirmation that You have the owner's permission to drive it

The above is not a full list and is for guidance only.

Important information before travelling

- If You break down on a European motorway, motorway services or major road, You will often need to get help using the SOS phones. The local services will tow You to a place of safety and You will have to pay for the service. You can then contact Us if You need more help. We will pay up to £250 towards the cost of recovery from the motorway subject to submission of a valid invoice or receipt.
- If You have broken down in a European country during a public holiday, many services will be closed. In these circumstances You must allow **Us** time to help **You** and repair **Your Vehicle**. **We** will not be held legally responsible for any delays in **You** reaching **Your** destination
- Before travelling, it is recommended that You consult the laws of the country You are planning to visit.
- Please note it may be more expensive to repair **Your Vehicle** abroad and **You** are responsible for the cost of repair.
- Further information on driving abroad can be viewed at www.fcowidget.com

Before travel abroad starts

The benefits shown below also apply in the UK, as long as You break down during Your Journey.

- If Your Vehicle breaks down, We will arrange for an Authorised Operator to come to where the **Vehicle** is (for up to one hour) to try to get the **Vehicle** working again.
- If Your Vehicle cannot be made safe to drive at the place You have broken down, We will arrange and pay for Your Vehicle, the Driver and up to six Passengers to be taken to a suitable local garage for it to be repaired. You must pay the cost of the repairs.
- After the theft or attempted theft of the **Vehicle** or its contents, **We** will pay the costs of repairing the damage to Your Vehicle or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make Your Vehicle secure.
- If You break down on a European motorway or major road, the local services will tow You to a place of safety and You will have to pay for the service. You can then contact Us if You need more help. We will pay up to £250 towards the costs of recovery from the motorway or service area, subject to submission of a valid invoice or receipt. We will pay You in line with the exchange rate on the date of the claim.

What is Not Covered

- · Any amounts for making the Vehicle secure once **You** have returned to the UK.
- We may need a minimum of 2 complete working days from the notification of Breakdown to access/repair Your Vehicle within the country of incident.
- Sending You and or Your Vehicle Home if the **Vehicle** can be repaired but **You** do not have enough money to cover the repair.
- · Anything mentioned in General **Exclusions**

Delivering Replacement Parts

- · If replacement parts are not available locally to repair the Vehicle after a Breakdown, We will arrange and pay to have the parts delivered to You.
- We will not cover the actual cost of replacement parts and any customs duty. You must pay Us this using a credit card or debit card or any other payment method We agree is suitable.
- If the replacement parts can be bought locally, We will not cover any amount for getting parts.
- · Anything mentioned in General **Exclusions**

Not Being Able to Use Your Vehicle

If during Your Journey Your Vehicle breaks down and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, We will arrange and pay for the most appropriate solution from one of the following:

• To move You, Your Passengers and Luggage to Your original destination and then, once Your Vehicle has been repaired, take You back to Your Vehicle or bring Your Vehicle to You:

Or

• The cost of hiring another car while **Your Vehicle** is being repaired following diagnosis. **We** will pay up to £70 a day and £750 in total, as long as **You** are able to meet the conditions of the hire car company;

Or

- We will pay for bed and breakfast costs of up to £80 for each person each day (£500 in total for everyone in Your group) while Your Vehicle is being repaired, as long as You have already paid for Your original accommodation and You can't get Your money back.
- In the event of You being ill and not able to drive, We will return Your Vehicle to the UK.
- If, during the Journey, the Driver cannot drive because of an injury or illness, and there is no one else able or qualified to drive the **Vehicle**, **We** will provide, and pay for, a driver to finish the **Journey** or return the **Vehicle** and **Passengers** to the place you were originally travelling from. For motorcycles, We may not be able to provide a replacement rider, but We will provide a suitable means of transport and a driver if required. You will need to provide a medical certificate for the **Driver** before **We** provide assistance.

What is Not Covered

- The cost of fuel or lubricants You use in the hire vehicle
- Replacement parts.
- Obsolete parts.
- Any insurance **You** have to pay to the hire car company (for example damage waiver).
- · Anything mentioned in General Exclusions.

- · Anything mentioned in General Exclusions.
- Assisted repatriation of the **Driver** and/ or Passengers who are incapacitated as a result of medical conditions.
- · Anything mentioned in General Exclusions.

If You Can't Use Your Own Vehicle to Get Home

If after a Breakdown Your Vehicle is still not repaired or safe to drive when it is time for You to go Home, We will pay for (reasonable) transport to get You, Your Passengers and Your Luggage to Your Home, and up to £150 towards other travel costs in the UK while You wait for Your own Vehicle. We will also pay storage charges (up to £100) while Your Vehicle is waiting to be repaired, collected or taken to the UK. We will then choose the most appropriate solution from the following options:

- Take Your Vehicle to Your Home or Your chosen repairer in the UK.
- Pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for You to collect Your Vehicle once it has been repaired.
- If in the opinion of **Our Authorised Operator**, the value of **Your Vehicle** is beyond economic repair We will pay to scrap Your Vehicle and pay You up to £500 towards buying a replacement vehicle. This can be claimed on a reimbursement basis within 90 days of Our roadside attendance.

What is Not Covered

- Any costs You would have paid anyway for travelling Home.
- The costs of returning Your Vehicle to the UK if We believe that the cost of doing so would be greater than the market value of Your Vehicle (as stated on Your Policy Schedule) in the UK, after the Breakdown. In this instance We will pay for Your Vehicle to be scrapped.
- The costs of returning Your Vehicle to the UK if repairs can be done locally and You are not willing to allow this to happen.
- Repatriation of Your Vehicle if We determine it is beyond economic repair and **You** decide to scrap it.
- · Anything mentioned in General Exclusions.

General Exclusions

General Exclusions that apply to all parts of Breakdown cover

We will NOT cover the following:

- 1. Any Breakdown that happens during the first 24 hours after You take out cover for the first time, except for roadside assistance and recovery within 20 miles.
- 2. The cost of fuel or any spare parts needed to get the **Vehicle** working again, or any costs that arise from not being able to get replacement parts.
- 3. The cost of paintwork and other cosmetic items.
- 4. Labour costs for more than one hour of roadside help.
- Any **Breakdown** or recovery outside the period of cover.
- Costs exceeding £5000 per claim or series of claims arising during the same Journey whilst travelling outside of the UK Countries Covered.
- The cost (and guaranteeing the quality) of repairs when the **Vehicle** is repaired in any garage the **Vehicle** is taken to.
- Any recovery costs for vehicles, which have not been maintained and used in line with the manufacturers recommendations.
- Any call-out or recovery costs in the UK after a **Breakdown** where the police or other emergency services insist on the **Vehicle** being picked up immediately by another organisation. You will have to pay, by credit card or debit card, any fees to store or release the Vehicle.
- 10. Any toll or ferry fees incurred by the **Driver** or driver of the recovery vehicle whilst transporting **Your Vehicle** unless the **Breakdown** occurs in Europe and valid European cover is held, in which case these fees would be covered by the policy with the repatriation of the Vehicle.
- 11. Help or recovery if the Vehicle is partially or completely buried in snow, mud, sand, or water.
- 12. Damage or costs that arise from **Us** trying to get into the **Vehicle** after **You** have asked for help.
- 13. Losses of any kind that come from providing, or delaying providing, the services this cover relates to. (For example, a loss of earning, the cost of food and drink and costs We have not agreed beforehand.)
- 14. Loss or damage to personal possessions You leave in Your Vehicle.
- 15. Transporting animals. We will decide whether or not to transport any animal from the Vehicle, and if We agree to do this, it will be completely at Your own risk and cost.
- 16. The costs of getting a spare wheel or tyre for a roadside repair if the Vehicle does not have one. We will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **Driver** is not able to provide a key to do this.
- 17. If recovery takes place We will only recover to one address in respect of any one Breakdown.

- 18. Where **Your Vehicle** is an emergency vehicle, taxi, heavy goods vehicle, or if **Your Vehicle** is used for despatch, road-racing, rallying, pacemaking, speed testing or any other competitive event.
- 19. Any cost that **You** can get back under any other insurance policy or under the service provided by any motoring organisation.
- 20. Recovering the **Vehicle** when it is carrying more than a **Driver** and the recommended number of **Passengers** according to the manufacturers' specifications, if there is more weight in the **Vehicle** than it was designed to carry or **You** are driving on unsuitable ground.
- 21. Any request for service where **You** have not taken remedial action within two working days after a previous **Breakdown** or temporary repair.
- 22. Recovery or help if the Vehicle and/or trailer/caravan exceeds the dimensions shown in the Vehicle definition.
- 23. **Vehicles** that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a **Journey** and this affects **Your** safety.
- 24. Any claim that comes from damage or loss caused to the Driver, Passengers and contents of the Vehicle.
- 25. Any claim that comes from:
- · Any person driving the Vehicle, if You know they do not have a valid licence to drive in the UK; or
- Any person driving the Vehicle, if they are not authorised by You to drive the Vehicle or are not keeping to the conditions of their driving licence.
- 26. Any claim that comes from a poor-quality repair or a repair that has been attempted without **Our** permission during the same trip in the opinion of **Our Authorised Operator**.
- 27. Loss or damage caused by war, revolution or similar event.
- 28. Delays or failure in delivering service to **You** due to any extraordinary event or circumstance which is outside **Our** reasonable control, such as severe weather conditions.
- 29. Phone calls are not covered under **Your** policy in any circumstance.
- 30. Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the **Vehicle** at the time of the **Breakdown**.
- 31. Any loss or damage caused to the **Vehicle** or any loss or cost arising from or contributed to by:
- · Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
- The radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- Riots, strike action and/or Border control restrictions.
- · Where advice against travel is shown by the Foreign and Commonwealth office. See www.fcowidget.com
- 32. A **Vehicle** carrying registered hazardous chemical products.

General Conditions

General Conditions applying to all parts of Breakdown cover

- a. The Vehicle must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence. The **Vehicle** should be kept in good condition and have been serviced regularly in line with the manufacturer's recommendations.
- b. We can ask for proof of outbound and inbound travel dates.
- European Breakdown recovery or help shall be granted only if the Vehicle is being used for Social, Domestic and Pleasure purposes whilst travelling outside of the UK.
- d. If We arrange for temporary roadside repairs to be carried out after damage to the Vehicle, or We take the Vehicle to the place You have chosen, We will not be legally responsible for any more help in the same incident.
- e. **We** have the right to refuse to provide a service:
 - If You or Your Passengers are being obstructive in allowing Us to provide the most appropriate help; or
 - If You or they are abusive to Our rescue controllers or Our recovery operators; or
 - If You or they are intoxicated through the use of non-prescription drugs including alcohol.
- We will not pay You any benefit unless You contact Us using the emergency phone numbers provided. You must not try to contact any agent or repairer direct.
- You are responsible for keeping the Vehicle and its contents safe, unless You are not able to or You have an arrangement with Us or Our agent. You must be with the Vehicle at the time We say We expect to be there.
- h. You should have Your policy number available when You call for help and have the relevant documents needed by the repairer, recovery specialist or Our chosen agent.
- You will have to pay the cost of moving the Vehicle or a repair vehicle coming out to You if, after asking for help which You are entitled to, the Vehicle is moved or repaired in any other way, or You have provided location details which are incorrect. The payment must be by credit or debit card.
- We are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on Your instructions or the instructions of any person acting on Your behalf. You are responsible for ensuring the quality of any repair.
- k. If We pay a claim under any cover provided by this insurance, We will be entitled to ask for all reasonable help from You to take action in Your name to get back Our costs from another organisation.
- For assistance involving damage to the Vehicle's tyres You are required to comply with the Vehicle manufacturer's guidelines by having the means for **Our** service provider to either replace a wheel or effect temporary repairs.

- m. We have the right to choose a suitable garage that can carry out a repair, which You must pay for, as long as the garage can carry out the repairs within the time limits **We** have given.
- n. If You agree to a temporary roadside repair, You will be responsible for any costs or any damage to the Vehicle it suffers if You continue to drive the Vehicle as if a permanent repair had been carried out. You acknowledge that a temporary repair is aimed only to allow You to drive the **Vehicle** to a suitable facility so a permanent repair can be carried out.
- o. If the Vehicle needs to be taken to a garage after a Breakdown, the Vehicle must be in a position that makes it reasonable for a recovery Vehicle to pick it up. If this is not the case, You will have to pay any specialist recovery fees.
- You will have to pay, by credit or debit card, for any parts or other products used to repair the Vehicle.
- We will not arrange for help if We think that it would be dangerous or illegal to repair or move the Vehicle.
- If You are covered for Breakdown by any other insurance policy or warranty, You must tell Us.
- If You are not willing to accept Our decision or Our agents' decision on the most suitable type of help, We will not pay more than £100 for any one Breakdown and You will be responsible for any other costs due in recovering and repairing Your Vehicle.
- t. We cannot guarantee the hire cars will always be available and We are not responsible if they are not available. We will do Our best to arrange a vehicle of the same size as Yours, but We cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. You must meet the conditions of a hire-car company to hire a vehicle.
- u. This insurance contract is between You and Us. Any person or company who is not involved in this insurance policy has no right under Contracts (Right of Third Parties) Act 1999 to enforce any conditions of this insurance policy. This does not affect any other rights another organisation has apart from under that act.
- v. No claim will be paid relating to a **Breakdown** that happened before taking out this policy.
- w. We will not provide cover, pay any claim or provide any benefit if doing so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

Lost Keys

(Your Schedule will confirm if this cover applies)

Definitions applicable to Lost Keys

Geographical Limit

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Jersey and Guernsey.

Home

The address last notified to Footman James as Your permanent residence or place where the Insured Vehicle is normally kept.

Immediate Member

Husband, wife, civil partner, live-in partner, parent, child, adult child or adult step-child residing at Your Home.

Insured Vehicle/Vehicle(s)

The Vehicle(s) specified in the current Certificate of Motor Insurance issued by Footman James.

Insurer

This policy is underwritten by Inter Partner Assistance SA which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from Us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register

Key(s)

Any of the **Keys** which grant **You** access to **Your Insured Vehicle**, including electronic, remote and proximity **Keys**.

Lock(s)

Any lock that provides access to Your Insured Vehicle.

Onwards transportation

For long journeys of 15 miles and over, the mode of transport should be a bus or train unless You are physically unable to use public transport. For short journeys of up to 15 miles, a taxi is acceptable.

Pay and claim basis

You will be responsible for paying all costs (for example, the cost of repairing or replacing Your Key/s) that You wish to claim for under this policy. We will reimburse those costs provided the loss is covered under the policy. We will ask You to submit Your claim together with supporting documentation to **Us** so that **We** can evaluate **Your** claim and make the appropriate reimbursement. The reimbursement will not exceed the Total Policy Limit of £500.

Definitions applicable to Lost Keys

Period of Insurance

The period of time which the insurance applies to that is shown on Your Policy Schedule.

Policy Schedule

The latest **Policy Schedule** issued by Footman James as part of **Your** insurance document.

Total policy limit

The maximum amount (£500 including VAT) that **We** will pay towards **Your** claims in the **Period of Insurance**. If the total claims that **You** make exceed this limit, **You** will have to pay any amount over £500.

We, Our, Us

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106 – 118 Station Road, Redhill, Surrey, RH1 1PR. In the Data Protection Act section of this policy 'We' also means AXA Assistance (UK) Ltd.

You, Your, Driver

The policyholder, or policyholders named on the **Policy Schedule** or any person driving an **Insured Vehicle**.

How to make a claim

If **You** need to make a claim please check **Your** policy to ensure **You** have a valid claim and contact the claims line as soon as possible. **You** will be asked to explain what has happened and **Our** call handlers will advise **You** whether or not **Your** claim is covered. In the event of theft please contact the police and obtain a crime reference number.

- 1. Please contact **Us** on 0333 207 6582 quoting scheme code 04 260 44
- 2. We will validate Your claim and where applicable arrange for a locksmith to attend or recover Your Vehicle.
- 3. You will be responsible for any costs over the Total Policy Limit.
- 4. All claims will be dealt with on a Pay and Claim Basis.
- 5. To arrange reimbursement of **Your** costs, please contact 0333 207 6582 for a claim form.
- 6. On receipt of Your claims form and supporting documentation We will validate Your claim and process accordingly.

Insured Events

During the **Period of Insurance** and within the **Geographical Limits** this policy will provide cover in the event of:

- · Loss, damage or theft of Your Keys; or
- Damage to Your Locks which prevents access to Your Vehicle.

Benefits

This policy will pay the following benefits if one of the above events occur:

- Up to the Total Policy Limit for the cost of obtaining replacement Keys / Locks (including the reprogramming of immobilisers and alarms) and/or locksmith charges where no duplicate Key is available;
- Up to £75 per day, for up to a maximum of 3 days, for the cost of a hire vehicle or onwards transportation where Your Insured Vehicle's Key is not able to be replaced on the same day;
- You can make an unlimited number of claims during the Period of Insurance but the maximum payable under this policy is the Total Policy Limit.

What is Not Covered

We will not provide cover:

- Any lost Key claim where the incident which has given rise to the claim has occurred before the commencement date of this policy;
- For any costs covered under this policy which **You** have incurred where **You** are unable to provide a valid receipt/paid invoice for **Your** replacement **Keys**/locksmith services;
- For any costs within one Period of Insurance over the Total Policy Limit;
- Any claim for theft of **Keys** where **You** have not reported this to the police;
- Any duplicate or additional **Keys**, other than those that come with the **Lock**;
- For any charges or costs **You** incur as a result of **Your** failure to turn up to an appointment **You** have arranged for replacement or repair of **Your Key**;
- If the **Key** was in the possession of anyone other than the policyholder or **Immediate Member** of the policyholder's family at the time of the incident;
- If damage to the **Key** was caused by wear and tear or a lack of general maintenance;
- If the incident was caused by **Your** reckless, deliberate or criminal act or omission;
- For any replacement which would leave You with a Key of a higher standard or specification than that replaced (unless the original standard was obsolete);
- For any telephone costs, loss of earnings or profits which arise as a result of the loss, theft or damage of **Your Key**;
- For any **Key** which is not lost because it is in the possession of an **Immediate Member** of the policyholder's family;
- For any claim for loss or damage caused by any act of war, invasion or revolution;
- If doing so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Claims Conditions

- All lost, stolen or damaged Key(s) must be reported to Us on 0333 207 6582 as soon as possible and all receipts and supporting documentation provided.
- 2. All stolen **Keys** must be reported to the police and a crime reference number obtained.
- You must retain all receipts and tickets for any outlay including public transport or taxis.
- 4. Should You have any complaint regarding repairs or replacements that You arrange, this will be for You to resolve. We will not enter into any dispute between yourself and any tradesman that You arrange.

Mis-Fuelling

(Your Schedule will confirm if this cover applies)

Definitions applicable to Mis-Fuelling

Home

The address last notified to Footman James as **Your** permanent residence or place where the **Insured Vehicle** is normally kept.

Insured Vehicle/Vehicle(s)

The vehicle(s) specified in the current Certificate of Motor Insurance issued by Footman James.

Mis-Fuelling

Accidental and involuntary filling of the fuel tank with inappropriate fuel for the Insured Vehicle.

Period of Cover

The period of time which the insurance applies to that is shown on Your Policy Schedule.

Policy Schedule

The latest **Policy Schedule** issued by Footman James as part of **Your** Insurance Document.

Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Jersey and Guernsey.

We. Our. Us

The insurer named in the Policy Schedule.

You. Your. Driver

The policyholder, or policyholders named on the **Policy Schedule** or any person driving an **Insured Vehicle**.

How to claim

To make a claim call the UK emergency help number: 0333 207 6582.

You should have the following information available:

- Your full name and address.
- Your policy number.
- Registration number of the Insured Vehicle.
- Make, model and colour of the Insured Vehicle.
- The location of the Insured Vehicle.
- Scheme Code: 04 260 45.

You will only be able to claim the services We provide by contacting the emergency helpline number.

During any 12-month period We will not be responsible for more than three claims per Insured Vehicle.

Emergency Message Service

Text messaging is available if You are deaf, hard of hearing or have speech difficulties: Please text the word "Breakdown" 07624 808 266.

We will take Your details and ask You to stay by the phone. Once We have made all the arrangements, We will call You to advise who will be coming out to You and how long they are expected to take.

Safety

Please take reasonable care at all times but stay near Your Vehicle until Our specialist roadside vehicle arrives. Once Our operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that You have contacted Us or give them Our phone number to call Us for You. Unless You arrange with Us on the telephone You must be with the Insured Vehicle at the estimated time that We advise assistance can be expected.

We will pay for the following if **Your Vehicle** is subject to **Misfuelling** during the **Period of Cover** within the **Territorial Limits**:

- 1. Draining and flushing the fuel tank on site using a specialist roadside vehicle; or
- 2. Recovery of the **Insured Vehicle**, the **Driver** and up to six passengers to the nearest repairer to drain and flush the fuel tank.
- 3. Replenishing the fuel tank with 10 litres of the correct fuel.
- 4. Up to a maximum value of £250 per claim inc VAT.
- Up to a maximum of 3 claims per policy period, per Insured Vehicle.

What is Not Covered

- You will be responsible for paying any costs in excess of £250 (inc VAT) per claim.
- 2. Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- 3. Where Mis-fuelling occurs outside the Territorial Limits.
- 4. Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- Mechanical or component damage to your vehicle whether or not caused as a result of Mis-fuelling or the cost of hiring an alternative vehicle in the event mechanical or component damage is sustained.
- Any defect which is deemed NOT to be a direct or indirect result of Mis-fuelling or a defect which existed before the incident of Mis-fuelling.
- Any vehicle other than the Insured Vehicle on the Policy Schedule.
- 8. Anything mentioned in the **General Exclusions**.

General Exclusions

General Exclusions That Apply to All Parts of Mis-Fuelling cover

- 1. Any Mis-fuelling claim where the incident which has given rise to the claim has occurred before the commencement date of this policy.
- 2. Losses of any kind that comes from providing, or delay in providing, the services this cover relates to (for example, a loss of earnings, the cost of food and drink and costs **We** have not agreed beforehand).
- 3. Moving animals. **We** will decide whether or not to move any animal from the **Insured Vehicle**, and if **We** agree to do this it will be completely at **Your** own risk and cost.
- 4. Any cost that You can get back under any other insurance policy or under the service provided by any motoring organisation.
- 5. Recovery or help if the **Insured Vehicle** is heavier than 3,500 kilograms, longer than 5.5 metres, higher than 3.0 metres or wider than 2.3 metres.
- 6. Any claim that comes from:
 - any person driving the Insured Vehicle if You know they do not have a valid licence to drive in the Territorial Limits; or
 - any person driving the **Insured Vehicle** if they are not authorised by **You** to drive the **Insured Vehicle** or are not keeping to the conditions of their driving licence.
- 7. Any loss or damage caused to the **Insured Vehicle** or any loss or cost arising from or contributed to by:
 - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- 8. Loss or damage caused by war, revolution or any similar event.
- 9. Delays or failure in delivering service to **You** due to any extraordinary event or circumstance which are outside **Our** reasonable control, such as severe weather conditions.
- 10. Mobile phone, phone call and postage costs are not covered under Your policy in any circumstances.
- 11. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Conditions

General Conditions that apply to all parts of Mis-Fuelling cover

- 1. The **Insured Vehicle** must be permanently registered within the **Territorial Limits** and, if appropriate, have a current MOT certificate and valid road fund licence.
- 2. **We** will not pay **You** any benefit unless **You** contact **Us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
- 3. **You** must quote **Your** policy number when **You** call for help and have the relevant documents needed by the repairer, recovery specialist or **Our** chosen agent.
- 4. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **Your** instructions or the instructions of any person acting on **Your** behalf.
- 5. If **We** pay a claim under any cover provided by this insurance, **We** will be entitled to ask for all reasonable help from **You** to take action in **Your** name to get back **Our** costs from another organisation.
- 6. If the **Insured Vehicle** needs to be taken to a garage the **Vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **You** will have to pay any specialist recovery fees.
- 7. We will not arrange for help if We think that it would be dangerous or illegal to repair or move the Insured Vehicle.
- 8. During any 12-month period We will not be responsible for more than three claims per Vehicle.
- 9. This insurance contract is between **You** and **Us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act. **We** may cancel this policy by giving **You** 14 days' notice by recorded delivery to **Your** last known UK address and will refund the amount of **Your** premium proportionate to the unexpired term of **Your** policy provided **You** have not made a claim.





Part of the Towergate Group

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