



Policy of Insurance

Motor Breakdown Insurance

This policy is a contract between **You** and the **Insurer**, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

This policy is evidence of a contract of insurance and will only become effective when **We** have received payment in full.

The **Insurer** will indemnify the **Insured Person** subject to the terms, conditions, clauses and exclusions of this policy during the **Period of Insurance** within the **Geographical Limits**.

If Your vehicle breaks down in the UK please call the Claims Administrator's 24 hour Control Centre on: 01423 532 778

DEFINITIONS

Wherever the following words and phrases appear in this policy they will always have these meanings:

Accident	A collision immediately rendering the vehicle immobile or unsafe to drive
Breakdown	An electrical or mechanical failure to the vehicle, which immediately renders the vehicle immobilised.
Claims Administrator	NCI Vehicle Rescue PLC, 4th Floor, Clarendon House, Victoria Avenue, Harrogate HG1 1JD
Exclusion Period	For Roadside Assistance, this means the initial 24 hour period from the time your policy inception. For Home Start, this means the initial 48 hour period from the time your policy inception. During this period, you will be unable to claim on this policy.
Geographical Limits	UK Area comprising Great Britain, Northern Ireland and the Isle of Man. European Area comprising the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.
Insured Person / You / Your / Yourself	The policyholder named in the schedule whilst an occupant of the Insured Vehicle , and/or any other authorised occupant of the Insured Vehicle (other than a hitch hiker).
Insured Vehicle	The vehicle shown in the current policy schedule.
We / Our / Us	Acasta European Insurance Company Ltd

THE COVER

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You should read the terms and conditions detailed in this policy including how to make a claim. Please read them carefully so that **You** know what cover is provided and what **You** should do if **You** need to make a claim. If this insurance does not meet **Your** needs please contact **Your** insurance intermediary with whom **You** arranged this insurance that **You** no longer require cover. **You** should do so within 14 days of cover starting. Please also return this policy and schedule. Providing **You** have not made a claim **We** will refund **You** the total premium **You** have paid.

This policy and the schedule are important documents. Please keep them in a safe place where **You** can find them should **You** need to refer to them in the future. Should **You** need to discuss any aspect of the cover then please contact **Your** insurance intermediary. When providing this insurance **We** have relied on the information and statements which **You** have provided in the proposal form/statement of fact when applying for this insurance.

THE COVER LEVEL APPLICABLE TO THIS INSURANCE POLICY IS SHOWN IN YOUR POLICY SCHEDULE

BRONZE COVER LEVEL

If the **Insured Vehicle** breaks down due to mechanical or electrical failure, which occurs during the course of a journey and more than a one mile radius from **Your** home, service will be provided. **We** will provide cover for any **Breakdown** in accordance with this policy wording and any costs involved with the roadside assistance or recovery to a local garage (not including parts and labour) during the period of insurance and within the UK area. Please note there is an **Exclusion Period** in force on this policy.

ROADSIDE ASSISTANCE & RECOVERY

We will send help to the scene of the **Breakdown** and arrange to pay call out fees and mileage charges needed to repair or assist with the **Insured Vehicle**. If, in the opinion of **Our** recovery operator, they are unable to repair the vehicle at the roadside **We** will arrange and pay for **Your** vehicle, **You** and up to 6 passengers to be recovered to the nearest garage able to undertake the repair.

KEYS

If **You** lose or break the keys to the **Insured Vehicle** **We** will pay the call out and mileage back to **Our** recovery operator's base or **Your** home if closer. All other costs incurred will be at **Your** expense.

CARAVANS AND TRAILERS

If the **Insured Vehicle** breaks down and **Your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length, **Your** caravan/trailer will be recovered with **Your** vehicle at no extra cost.

MESSAGE SERVICE

If **You** require, **We** will pass on two messages to **Your** home or office to let them know of **Your** predicament and ease **Your** worry

Please note: Any repairs undertaken by **Our** recovery operators at their premises are provided under a separate contract, which is between **You** and the garage. Multi vehicle policies must be registered to one address within the United Kingdom.

SILVER COVER LEVEL



If the **Insured Vehicle** breaks down due to mechanical or electrical failure, which occurs during the course of a journey or at **Your** home address as shown in the policy schedule service will be provided. **We** will provide cover for any **Breakdown** in accordance with the policy wording and any costs involved with the roadside assistance or recovery to a local garage (not including parts and labour) during the period of insurance and within the UK area. Please note, there is an **Exclusion Period** in force on this policy.

ROADSIDE ASSISTANCE & RECOVERY

We will send help to the scene of the **Breakdown** and arrange to pay call out fees and mileage charges needed to repair or assist with the **Insured Vehicle**. If, in the opinion of **Our** recovery operator, they are unable to repair the vehicle at the roadside **We** will arrange and pay for **Your** vehicle, **You** and up to 6 passengers to be recovered to the nearest garage able to undertake the repair.

If this is not possible at the time or the repair cannot be made within the same working day, **We** will arrange for the **Insured Vehicle**, **You** and up to 6 passengers to be transported to **Your** home or original destination - OR - the following services may be offered at **Our** discretion on a pay and 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 Claims Administrator**. **We** will only reimburse claims when **We** are in receipt of a valid invoice/receipt:

ALTERNATIVE TRAVEL

If repairs cannot be completed within the same working day or a period agreed between **You** and **Our Claims Administrator**, **We** will pay up to £100.00 (maximum) towards the cost of alternative transport or a car hire. **We** will also pay the cost of a single standard rail ticket for one person to return and collect the **Insured Vehicle**. This service can only be used to complete a journey whilst **Your** vehicle is being repaired a minimum of 20 miles away from **Your** home address.

EMERGENCY OVERNIGHT ACCOMODATION

If **We** decide to provide alternative accommodation **We** will pay a maximum of £60.00 for a lone traveler or £40.00 per person for one night for **You** and up to 6 passengers. The maximum payment per incident is £280.00.

If the **Insured Vehicle** breaks down and **Your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length, **Your** caravan/trailer will be recovered with **Your** vehicle at no extra cost.

KEYS

If **You** lose or break the keys to the **Insured Vehicle** **We** will pay the call out and mileage back to **Our** recovery operator's base or **Your** home if closer. All other costs incurred will be at **Your** expense.

MESSAGE SERVICE

If **You** require, **We** will pass on two messages to **Your** home or office to let them know of **Your** predicament and ease **Your** worry.

Please note: Any repairs undertaken by Our recovery operators at their premises are provided under a separate contract, which is between You and the garage. Multi vehicle policies must be registered to one address within the United Kingdom.



GOLD COVER LEVEL

In addition to the services and assistance provided under the SILVER COVER LEVEL **You** are also covered in the European Area.

WHAT TO DO IF YOU BREAKDOWN IN EUROPE

If **Your** vehicle breaks down please call the **Claims Administrator's** 24 hour control centre on: 01423 532 778

We will provide service in the European Area for a maximum of 3 months per annum. Please ensure that **You** carry **Your** V5 registration document with **You** during **Your** journey. Regulations are different when **You Breakdown** in Europe and help may take a longer in arriving. **We** will require detailed information from **You** regarding the location of the **Insured Vehicle**. **We** will need to know if **You** are on an outward or inward journey and details of **Your** booking arrangements. When **We** have all the required information **We** will liaise with **Our** European network. **You** will be kept updated and therefore, **You** will be asked to remain at the telephone number **You** called from.

ROADSIDE ASSISTANCE & RECOVERY

We will send help to the scene of the **Breakdown** and arrange to pay call out fees and mileage charges needed to repair or assist with the **Insured Vehicle**. If, in the opinion of **Our** recovery operator, they are unable to repair the vehicle at the roadside **We** will arrange and pay for **Your** vehicle, **You** and up to 6 passengers to be recovered to the nearest garage able to undertake the repair. If the vehicle cannot be repaired within 48 hours or within any other time that **We** can agree, **We** will arrange for **Your** vehicle, **You** and up to 6 passengers to be transported either to **Your** home or original destination.

ALTERNATIVE TRAVEL AND EMERGENCY ACCOMMODATION

During the 48 hours or for any other time that **We** can agree **We** will pay for the costs of alternative accommodation and alternative transport. These benefits need to be agreed and authorised with **Our Claims Administrator**.

WHAT TO DO IF YOU BREAKDOWN IN THE UK

If **Your** vehicle breaks down please call the **Claims Administrator's** 24 hour Control Centre on: 01423 532 778

Please have the following information ready to give to **Our Claims Administrator** who will use this to validate **Your** policy.

1. **Your** return telephone number with area code.
2. **Your** vehicle registration number and **Your** policy number.
3. The precise location of **Your** vehicle (or as accurate as **You** are able in the circumstances) **We** will take **Your** details and ask **You** to remain by the telephone **You** are calling from. Once **We** have made all the arrangements **We** will telephone to advise who will be coming out to **You** and how long they are expected to take. **Your** mobile phone must therefore be switched on and available to take calls at all times. **You** will then be asked to return to **Your** vehicle.

If **You** are broken down on a motorway and have no means of contacting **Us** or are unaware of **Your** location, please use the nearest SOS box and advise the police of **Our** telephone number, they will then contact **Us** to arrange assistance. If the police are present at the scene please advise them that **You** have contacted **Us** or give them **Our** telephone number to call **Us** on **Your** behalf.

SECTION 1 - POLICY COVER

GENERAL NOTES RELATING TO THE EUROPEAN AREA

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If **You** have broken down on a European motorway or major public road, **We** are generally unable to assist **You** and **You** will often need to obtain assistance via the SOS phones. The local services will tow **You** to a place of safety and **You** will be required to pay for the service immediately. **You** can then contact **Us** for further assistance. **We** will pay a maximum of £60.00 towards reimbursement of the costs, but **We** will only reimburse claims when **We** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim. If **You** have broken down in a European Country during a public holiday, many services will be closed during the holiday period. In these circumstances, **You** must allow **Us** time to assist **You**. **We** will not be held liable for any delays in reaching **Your** destination.

SECTION 2 - GENERAL NOTES, EXCLUSIONS AND CONDITIONS APPLYING

GENERAL NOTES

Change of Vehicle - **Our** policy only covers the vehicle registered on **Our** database, therefore any change must be notified immediately either by fax, telephone, writing or email to **Your** intermediary noted in the policy schedule. Please include **Your** policy number, the new registration, make, model and colour of **Your** vehicle and the date **You** wish **Us** to make the change. If **You** do not notify **Your** intermediary of the new vehicle details, **We** may not be able to supply **You** with a service.

EXCLUSIONS

1. Any caravan/trailer where the total length exceeds 7 metres (23 feet) and where it is not attached to the vehicle with a standard towing hitch. **Breakdown** or **Accident** to the caravan or trailer itself.
2. Vehicles not registered with **Us**.
3. Vehicles over 15 years old.
4. More than six callouts per policy per year.
5. Claims totaling more than £10,000 in any one year.
6. Vans and commercial vehicles with a gross vehicle weight exceeding 3,500 kg.
7. The cost of any parts, components or materials used to repair the vehicle.
8. Repair and labour costs other than half an hour roadside labour at the scene.
9. Any costs or expenses not authorised by **Our Claims Administrator**.
10. The cost of food, drinks, telephone calls or other incidentals.
11. The cost of fuel, oil or insurance for a hire vehicle.
12. Service if **You** already owe **Us** money.
13. The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the **Breakdown** within the same working day. If recovery takes effect **We** will only recover to one address in respect of any one **Breakdown**.
14. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **Breakdown** within an agreed time.
15. **Breakdowns** caused by failure to maintain the vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
16. Vehicles running out of fuel or being misfueled.
17. Where assistance cannot be carried out because the vehicle does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
18. Any request for assistance if the vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where the vehicle is not accessible or cannot be transported safely and legally using a standard transporters.
19. Any request for service if the vehicle is being used for, public hire, private hire, motor racing, rallies or any



contest or speed trial or practice for any of these activities.

20. Overloading of the vehicle or carrying more passengers than it is designed to carry.
21. Claims not notified and authorised prior to expenses being incurred.
22. The charges of any other company (including police recovery) other than **Our** recovery operator or of car hire or accommodation charges except those authorised by **Us**.
23. Any damage to **Your** vehicle or its contents whilst being recovered, stored or repaired and any liability or consequential loss rising from
24. Any act performed in the execution of the assistance services provided.
25. Any false or fraudulent claims.
26. Failure to comply with requests by **Us** or **Our** recovery operators concerning the assistance being provided.
27. Fines and penalties imposed by courts.
28. Any charges where **You**, having contacted **Us**, arrange recovery or repairs by other means unless **We** have agreed to reimburse **You**.
29. Ferry and Toll charges outside of mainland UK.
30. Any claims relating to the following:
 - a. Vehicles in excess of 3,500 kg (3.5 tonnes)
 - b. Vehicles more than 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high.
 - c. Non standard customised or modified vehicles unless declared and agreed with **Us** prior to taking the insurance.
31. Any request for service where remedial action has not been taken within 2 working days following a previous **Breakdown** or temporary repair being made, unless in transit between a temporary repair and a repairing garage.
32. Any cost recoverable under any other insurance policy that **You** may have.
33. Storage charges.
34. Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and **Your** safety is compromised.
35. Assistance if the vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
36. Recovery of the vehicle or **Your** transport costs to return the vehicle to **Your** home once it has been inspected or repaired.
37. Any cost that would have been incurred if no claim had arisen.
38. The cost of draining or removing contaminated fuel.
39. A request for service following any intentional or willful damage caused by **You** to **Your** vehicle.
40. Service where glass or windscreens have been damaged or broken as a result of an **Accident**, theft or act of vandalism. Any cover which is not specifically detailed within this policy.
41. Assistance will not be provided on Roadside Assistance within the first 24 hours of cover commencing for new policies or on Home Start within 48 hours of cover commencing for new policies.

ADDITIONAL EXCLUSIONS APPLYING TO THE EUROPEAN AREA

This insurance does not cover the following:

1. Service where repatriation costs exceed the market value of the vehicle.
2. The cost of recovery from a European motorway exceeding £60.00.
3. Repatriation to the UK within 48 hours of the original **Breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **You** have made within the UK.
4. Repatriation if the vehicle can be repaired but **You** do not have adequate funds for the repair.

GENERAL CONDITIONS APPLYING TO ALL SECTIONS

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1. The policy is not transferable.
2. The driver of the vehicle must remain with or nearby the vehicle until help arrives.
3. **We** can cancel this policy by giving **You** at least 7 days' notice by recorded delivery letter to **Your** last known address. If **We** exercise this option **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of the Policy provided there have been:
 - o No claims made under the policy for which **We** have made payment
 - o No claims made under the policy which are still under consideration
 - o No incidents likely to give rise to a claim that are yet to be reported to **Us**
4. **You** may cancel this policy within 14 days of the date **You** receive it. **You** can do this by contacting the insurance intermediary through whom **You** arranged this insurance. If **You** chose to do this, **You** are entitled to a full refund of the premium **You** have paid for this insurance, except where an incident has occurred which may give rise to a claim, in which case the full annual premium may be payable to **Us**.
5. **You** can cancel this policy at any time after the 14 day period by giving **Us** notice in writing and returning the schedule. No return of premium will be payable.
6. **We** may decline service if **You** have an outstanding debt with **Us**.
7. **We** must be advised immediately at the time of contacting **Us** for assistance, if **Your** vehicle is fitted with alloy wheels. If **We** are not advised and **We** are unable to provide the service promptly or efficiently through the agent who will be assisting **You**, **You** will be charged for any additional costs incurred.
8. Vehicles unable to carry a serviceable spare wheel or an aerosol repair kit will be recovered to an appropriate local garage only. An excess of £40.00 must be paid by **You** immediately by credit card before assistance can be provided.
9. If **We** are able to repair **Your** vehicle roadside, **You** must accept the assistance being provided and immediately pay for any parts supplied and fitted by credit card.
10. If a call out is cancelled by **You** and a recovery operator has already been dispatched, **You** will lose a call out from **Your** policy. **We** recommend **You** to 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 call outs.
11. **We** have the right to refuse to provide the service if **You** or **Your** passengers are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to **Our** rescue controllers or **Our** recovery operators.
12. If, in **Our** opinion, the vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **We** may terminate **Your** policy immediately notifying **You**, by letter to **Your** registered address, of what action **We** have taken.
13. The repair must be carried out if the vehicle is recovered to a dealership and the dealership can repair the vehicle within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **You** do not have funds available, any further service related to the claim will be denied.
14. **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **You** do not have funds available, any further service related to the claim will be denied.
15. If the vehicle is beyond economical repair **We** have the option to offer the market value of the vehicle to **You** and pay for alternative transport home.
16. The transportation of livestock (including dogs) will be at the discretion of the recovery operator. Alternative transport can be arranged but **You** will need to pay for this service immediately by credit or debit card.
17. If **You** have a right of action against a third party, **You** shall cooperate with **Us** to recover any costs incurred by **Us**. If **You** are covered by any other insurance policy for any costs incurred by **Us**, **You** will need to claim these costs and reimburse **Us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
18. 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 by **Us**.



19. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
20. The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this policy, an **Insured Person** may be entitled to compensation from the Compensation Scheme.

COMPLAINTS PROCEDURE

We aim to provide a first-class service. If **You** have any cause to complain, or **You** feel that **We** have not kept **Our** promise, please follow the procedures below.

1. For complaints relating to the selling of this insurance please contact the sales agent from which this insurance was purchased. When **You** do this quote **Your** policy number, which is on **Your** Schedule.
2. For complaints relating to the administration or claims handling of this insurance please write to Acasta Europe Ltd, Anglia House, Carrs Road, Cheadle, Cheshire, SK8 2LA. When **You** do this quote **Your** policy number, which is on **Your** schedule.
3. After this action, if **You** are still not satisfied with the way a complaint has been dealt with, **You** may ask the Complaints Department at Acasta European Insurance Company Ltd, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA to review **Your** case (This would not affect **Your** rights to take legal action if necessary).

In any of these instances if **You** wish to provide written details please head **Your** letter "Complaint" and give **Your** full name, address, postcode and **Your** contact telephone number. Quote the type of policy and policy and or claim number and explain clearly and concisely the reason(s) for **Your** complaint. Please send the letter to the person dealing with **Your** complaint along with a requested material.

If **You** still remain dissatisfied after following the above procedures in full, **You** can ask the Financial Ombudsman Service to review **Your** case. Their address is Financial Ombudsman Service, Exchange Tower, Docklands, London E14 9SR.

The Financial Ombudsman Service cannot consider **Your** complaint if it is:

- a. less than eight weeks after receipt of the complaint by the insurance intermediary, **Administrator** or **Us**, or;
- b. more than six months after the date on which the insurance intermediary, **Administrator** or **Us** provided **Our** final response advising that **You** may refer **Your** complaint to the Financial Ombudsman Service, or;
- c. more than six years after the event complained of or more than three years from the date on which **You** became aware that **You** had cause for complaint unless **You** have already referred the complaint to the insurance intermediary, **Administrator** or **Us**.