

## EUROPEAN HOLIDAYS IN THE MEDIA BREAKDOWN POLICY – 2019 Departures

### Your Cover

If **Your Vehicle** suffers a **Breakdown** due to a mechanical or electrical failure, service will be provided. **We** will provide cover as detailed below for any **Breakdown** in accordance with the policy wording. Cover will apply during the **Period of Insurance**.

### What to do if You Breakdown

If **Your Vehicle** breaks down please call **Our 24 hour Control Centre** on: **01206 714871**

Please have the following information ready to give to **Our Rescue Controller** who will use this to validate **Your** policy: -

**Your** return telephone number with area code.

**Your Vehicle** registration.

The precise location of **Your Vehicle** (or as accurate as **You** are able in the circumstances)

**We** will take **Your** details and ask **You** to remain by the telephone **You** are calling from. Once **We** have made all the arrangements **We** will contact **You** to advise who will be coming out to **You** and how long they are expected to take. **Your** mobile phone must therefore be switched on and available to take calls at all times. **You** will then be asked to return to **Your Vehicle**.

Please remember to guard **Your** safety at all times but remain with or nearby **Your Vehicle** until the **Recovery Operator** arrives. Once the **Recovery Operator** arrives at the scene please be guided by their safety advice.

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

### Roadside Assistance & Recovery

The following service is provided with **Your** level of cover:

If **Your Vehicle** suffers a **Breakdown** within the **Territorial Limits (UK)**, **We** will send help to the scene of the **Breakdown** and arrange to pay callout fees and mileage charges needed to repair or assist with the **Vehicle**.

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

Either:

- Arrange and pay for **Your Vehicle**, **You** and up to 6 passengers to be recovered to the nearest garage which is able to undertake the repair.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **We** will arrange for **Your Vehicle**, **You** and up to 6 passengers to be transported to **Your Home Address**, or if **You** would prefer and it is closer, **Your** original destination within the **Territorial Limits (UK)**.

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

If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Controller** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

#### Home Assist

**We** will send help to **Your Home Address** or within a one-mile radius of **Your Home Address** in the event **Your Vehicle** suffers a **Breakdown**.

If, in the opinion of the **Recovery Operator**, they are unable to repair **Your Vehicle** at the roadside, **We** will arrange and pay for **Your Vehicle**, **You** and 6 passengers to be recovered to the nearest garage which is able to undertake the repair.

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

If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Controller** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

#### Alternative Travel\*

If the **Recovery Operator** is unable to repair **Your Vehicle** within the same working day or a period agreed between **You** and **Our Rescue Controller**, **We** will pay up to £100.00 (maximum) towards the cost of alternative transport or car hire. **We** will also pay the cost of a single standard rail ticket for one person to return and collect the **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 Accommodation\*

**We** will pay up to £60 for a lone traveller or £40 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 £280.

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

- 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 Controller**. The policy will only pay for a hire **Vehicle** which **We** deem is appropriate for **Your** requirements and is available at the time. **We** will only reimburse claims when **We** are in receipt of valid proof of payment.

#### Caravans and Trailers

If **Your Vehicle** suffers a **Breakdown** 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 (not including the length of the A-frame and hitch), **Your** caravan/trailer will be recovered with **Your Vehicle** at no extra cost.

#### Keys

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

#### 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.

#### European Assistance

**We** will provide service in the **Territorial Limits (Europe)** where the maximum **Duration** of any single trip does not exceed 14 days.

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

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

**For assistance in Europe, call Us on: 00 44 1206 714871**

**We** will send help to the scene of the **Breakdown** and arrange to pay callout fees and mileage charges needed to repair or assist with the **Vehicle**.

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

- 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 by **Your** intended return, whichever is the later, **We** will arrange for **Your Vehicle**, **You** and up to 6 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)**. During the 48 hours **We** will pay for the costs of alternative accommodation and alternative transport (to be agreed and authorised with **Our Rescue Controllers**).

## General Notes Relating to Europe

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

## General Notes

### Uninsured Service

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

### Change of Vehicle

**Our** policy only covers the **Vehicle** registered on **Our** database, therefore any change must be notified immediately by email to [sunenquiries@react-now.co.uk](mailto:sunenquiries@react-now.co.uk) or [liveopsmail@gfm.co.uk](mailto:liveopsmail@gfm.co.uk). Please include **Your** policy number, the new registration, make, model and colour of **Your Vehicle** and the date **You** wish to make the change. If **You** do not notify **Us** of the new **Vehicle** details, **We** may not be able to supply **You** with a service.

### Governing Law

English Law governs this insurance.

### Language

**We** have chosen to use the English language in all documents and communication relating to this policy.

### Measurements

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

### Garage Repairs

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

### Multiple Vehicle Policies

Multiple **Vehicle** policies must be registered to one address within the **Territorial Limits (UK)**.

## Definitions

**Accident:** A collision immediately rendering the **Vehicle** immobile or unsafe to drive.

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

**Duration:** Commences from the date of **Your** departure from the **UK** and ceases upon **Your** return to the **UK** for a period not exceeding 14 days.

**Home Address:** The last known address recorded on **Our** system where **Your Vehicle** is ordinarily kept.

**Home Assist:** Assistance within a one-mile radius of **Your Home Address**.

**Period of Insurance:** The **Duration** of this policy as indicated on **Your** policy schedule for a period not exceeding 14 days.

**Rescue Controller:** The telephone Operator employed by Call Assist Ltd.

**Recovery Operator:** The independent technician Call Assist appoints to attend **Your Breakdown**.

**Suitable Garage:** 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):** Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus) and Vatican City.

**Territorial Limits (UK):** Great Britain and Northern Ireland.

**Us, We, Our:** Call Assist Ltd.

**Vehicle:** The car(s) or motorcycle(s) registered with Call Assist Ltd.

**You, Your:** The person named as 'the insured' in the schedule.

## Exclusions

Applying to all sections unless otherwise stated

This insurance does not cover the following: -

1. a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **Vehicle** with a standard towing hitch.
- b) Breakdowns or Accidents to the caravan or trailer itself.
2. Assistance following an **Accident**, theft, fire or vandalism.
3. Service where glass or windscreens have been damaged.
4. 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.

5. Breakdowns caused by failure to maintain the **Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
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. 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.
8. Overloading of the **Vehicle** or carrying more passengers than it is designed to carry.
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**.
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 recovery takes effect **We** will only recover to one address in respect of any one **Breakdown**.
11. Any **Vehicle** which is not listed on **Your** Policy Schedule as being eligible for **Breakdown** cover with **Us**.
12. Vehicles over 10 years old at the date this policy inception for travel in the **Territorial Limits (Europe)**, or 15 years old for travel in the **Territorial Limits (UK)**.
13. 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.
14. Minibuses, vans, commercial vehicles, motorhomes, horseboxes or limousines.
15. Any claims relating to the following: -
  - a) Vehicles exceeding 3,500 kg (3.5 tonnes) gross **Vehicle** weight.
  - 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.
16. Assistance if the **Vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
17. The cost of any parts, components or materials used to repair the **Vehicle**.
18. Repair and labour costs other than half an hour roadside labour at the scene.
19. Any winching charges or the use of specialist equipment.
20. The cost of draining or removing contaminated fuel.
21. Storage charges.
22. Any claim within 24 hours of the time the policy is purchased.
23. Any **Breakdown** that occurred before the policy commenced, the **Vehicle** was placed on cover, or before the policy was upgraded.
24. More than six callouts in any one **Period of Insurance**.
25. Claims totalling more than £15,000 in any one **Period of Insurance**.
26. Any costs or expenses not authorised by **Our Rescue Controllers**.
27. The cost of food, drinks, telephone calls or other incidentals.
28. Claims not notified and authorised prior to expenses being incurred.
29. The charges of any other company (including Police recovery) other than the **Recovery Operator**, a car hire agency or accommodation charges which have been authorised by **Us**.
30. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
31. Any cost that would have been incurred if no claim had arisen.
32. Any false or fraudulent claims.
33. The cost of alternative transport other than to **Your** destination and a return trip to collect **Your** repaired **Vehicle**.
34. The cost of fuel, oil or insurance for a hire **Vehicle**.
35. 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.
36. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.
37. Any damage or loss to **Your Vehicle** or its contents and any injury to **You** or any third party caused by **Us** or the **Recovery Operator**. It is **Your** responsibility to ensure personal possessions are removed from the **Vehicle** prior to **Your Vehicle** being recovered.
38. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **We** will not pay for **You** to collect **Your Vehicle** from a repairer or for any time that has to be taken off work because of a **Breakdown**.
39. Failure to comply with requests by **Us** or the **Recovery Operator** concerning the assistance being provided.
40. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
41. Fines and penalties imposed by courts.
42. Any cost recoverable under any other insurance policy that **You** may have.

43. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
  - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
44. Any cover which is not specifically detailed within this policy.

#### Additional exclusions applying to the European Assistance

1. Service where repatriation costs exceed the market value of the **Vehicle**.
2. The cost of recovery from a European motorway exceeding £150.00.
3. Repatriation to the **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.
5. Any claim where the **Duration** of a single trip is planned to or subsequently exceeds 14 days.

#### General Conditions

Applying to all sections

1. 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.
2. The driver of the **Vehicle** must remain with or nearby the **Vehicle** until help arrives.
3. 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** 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 callouts.
4. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
5. **We** have the right to refuse to provide the service if **You** or **Your** passengers are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to **Our Rescue Controllers** or the **Recovery Operator**.
6. **Your Vehicle** must be registered to and ordinarily kept at an address within the **Territorial Limits (UK)**.
7. Vehicles must be located within the **Territorial Limits (UK)** when cover is purchased and commences.
8. **We** can request proof of outbound and inbound travel dates.
9. If the **Vehicle** is beyond economical repair or the cost of the claim is likely to exceed the market value of the **Vehicle**, **We** have the option to pay **You** the market value of the **Vehicle** in its current condition and pay for alternative transport home. Although **You** are under no obligation to do so, the disposal of **Your Vehicle** will be **Your** responsibility. If **You** would prefer **Your 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.
10. **We** will only pay ferry and toll fees within the confines of the United Kingdom of Great Britain and Northern Ireland.
11. **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.
12. 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.
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. 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.
16. **We** may decline service if **You** have an outstanding debt with **Us**.
17. If **You** have a right of action against a third party, **You** shall co-operate with **Us** to recover any costs incurred by **Us**. If **You** are covered by any

other insurance policy for any costs incurred by **Us**, **You** will need to claim these costs and reimburse **Us**. **We** reserve the right to claim back any costs that are recoverable through a third party.

18. **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**.
19. 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.
20. 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.
21. The policy is not transferable.
22. 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 Home Address**, of what action **We** have taken.
23. **We** will provide cover if
  - a) **You** have met all the terms and conditions within this insurance.
  - b) The information provided to **Us**, as far as **You** are aware, is correct.

Should **You** wish to contact **Us**, **We** can be contacted by:

- Mail: Customer Services, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX
- Email: [enquiries@call-assist.co.uk](mailto:enquiries@call-assist.co.uk)
- Facsimile: 01206 364268

#### Cancellation Rights

If **We** have reason to believe this policy is not being used in the spirit it was designed for or it becomes apparent there is a **Breakdown** in the relationship between **Us** and **You**, **We** may cancel the policy by sending 7 days notice to **Your Home Address**. In such situations, providing no claim has been made, **We** will refund the unexpired portion of **Your** premium.

This policy has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with the insurance, **We** will provide a refund of premium paid, providing no claim has been made.

**You** may cancel **Your** policy after the 14 day cooling off period but no refund of premium is available.

Please email [sunqueries@react-now.co.uk](mailto:sunqueries@react-now.co.uk)

or [liveopsmail@gfm.co.uk](mailto:liveopsmail@gfm.co.uk) or call 0844 543 9790 to discuss.

#### 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 to make sure that it meets **Your** specific needs.

#### Our Promise To You

**We** aim to provide a high standard of service. Please telephone **Us** if **You** feel **We** have not achieved this and **We** will do **Our** best to rectify the problem immediately.

#### Data Protection - Information Uses

In taking out this insurance **You** understand and give explicit consent that the information **You** provide will be used by **Us**, ERV, associated companies, other insurers, regulators, industry bodies and agencies to process **Your** insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries, including those with limited or no data protection laws. **We** have, however, taken steps to ensure that **Your** information is held securely.

#### Fraud Detection and Prevention & Claims History

**You**, or anyone acting for **You** must not act in a fraudulent manner.

In order to prevent and detect fraud **We** may at any time:

1. Share information about **You** with other organisations and public bodies including the Police, loss adjusters and other third parties that **We** engage to investigate claims.
2. Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this. **We**, and other organisations involved in the administration of **Your** policy, may also search these agencies and databases to:-
  - a) Help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
  - b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
  - c) Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity;
  - d) Undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **We** access or contribute to.

When **We** investigate claims, **We** may conduct searches of publicly accessible information about **You** available on the internet, including using sources such as search engines and social media.

### Complaints Procedure

Any complaint **You** have regarding **Your** policy should be addressed to the policy administrator:

**Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.**

Please include the details of **Your** policy and in particular **Your** policy number, to help **Your** enquiry to be dealt with speedily.

**We** promise to:

- acknowledge **Your** complaint within five working days of receiving it;
- have **Your** complaint reviewed by a senior member of staff;
- tell **You** the name of the person managing **Your** complaint when **We** send **Our** acknowledgement letter; and
- respond to **Your** complaint within 20 working days. If this is not possible for any reason, **We** will write to **You** to let **You** know when **We** will contact **You** again.

If **You** remain dissatisfied, short of court action, **You** can ask The Financial Ombudsman Service to review **Your** case provided the policy is not of a commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. The Financial Ombudsman Service can be contacted at the following address:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Or by telephoning: 0800 023 4567 or 0300 123 9 123.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### Service Provider and Insurer

This insurance is arranged by Global Travel Insurance Services Limited on behalf of the Appointed Representative GFM Holdings Ltd.

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, Registered Company Number 3668383. This policy is underwritten by ERV and trades in the **UK** as ETI International Travel Protection (ERV), Afon House, Worthing Road, Horsham, West Sussex RH12 1TL, Companies House Registration FC 25660 and Branch Registration BR 007939.

### Call Recording

To help **Us** provide a quality service, **Your** telephone calls may be recorded. Global Travel Insurance Services Limited, Firm Reference Number 305686, is authorised and regulated by the Financial Conduct Authority. Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - [www.bafin.de](http://www.bafin.de)) and subject to limited regulation by the Financial Services Authority. Details of the extent of **Our** regulation by the FSA are available from **Us** on request. **Our** FCA registration number is 220041. **You** can visit the Financial Conduct Authority website, which includes a register of all regulated companies at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or **You** can telephone them on 0845 606 1234.

### THE CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATION) ACT 2012

This act abolished the duty of disclosure, but imposes on the individual entering into an insurance contract a duty to take reasonable care not to make a misrepresentation to the insurer. In other words, this means that **You** must answer all questions posed by the insurer accurately, truthfully and to the best of **Your** knowledge. If **You** do not the insurer may cancel **Your** policy, or reject or only pay a proportion of **Your** claim depending on whether the misrepresentation was deliberate, reckless or simply careless.

### FAIR PROCESSING NOTICE

The privacy and security of **Your** information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

#### Who are we?

Towergate Underwriting Group Limited (part of the Ardonagh Group of companies) is the Data Controller of the information **You** provide to us and is

registered with the Information Commissioner's Office for the products and services we provide to **You**.

**You** can contact us for general data protection queries by email to [DataProtection@ardonagh.co.uk](mailto:DataProtection@ardonagh.co.uk) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with **Your** request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

#### What information do we collect?

We will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **You** object to use of this information then we will be unable to offer **You** the product or service requested.

#### How do we use your personal information?

We will use **Your** personal information to:

assess and provide the products or services that **You** have requested communicate with **You** develop new products and services undertake statistical analysis.

We may also take the opportunity to:

contact **You** about products that are closely related to those **You** already hold with **us** provide additional assistance or tips about these products or services notify **You** of important functionality changes to our websites.

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

#### Securing your personal information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information **You** provide to us, including information provided via forms **You** may complete on our websites, and information which we may collect from **Your** browsing (such as clicks and page views on our websites).

Any new information **You** provide to us may be used to update an existing record we hold for **You**.

#### When do we share your information?

To help **us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with us on **Your** behalf.

**How long do we keep your information for?**

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with us has ended.

**Your rights**

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that we hold about **You**.

Where we have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **You** are unhappy with.

Further details of **Your** rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.