

# Green Assist Euro Recovery

insurance  
green and simple

[www.greeninsurancecompany.co.uk](http://www.greeninsurancecompany.co.uk)



## Vehicle Breakdown Cover – Policy Summary

The following summary for Green Assist Euro Recovery Breakdown Cover does not contain the full terms and conditions of the breakdown policy. For a full explanation of the terms and conditions, please look at the main policy wording.

### How to make a claim

If your vehicle breaks down please call our 24 hour Control Centre on **0800 781 4413**.

If you are unable to make a connection, please call **01206 714 706**. Please have your return telephone number and precise vehicle location available.

### Level of Cover

**Euro Recovery** If your vehicle breaks down due to mechanical or electrical failure, which happens during the course of a journey or at your home, service will be provided in accordance with the policy wording. We will provide cover for any breakdown costs and roadside assistance or recovery to a local garage (not including parts and labour) during the period of insurance and within the territorial limits shown in the policy wording.

Significant Features and benefits	Refer to
Roadside Assistance	Section 1
Local Vehicle Recovery (maximum 20 miles)	Section 1
Home Assist	Section 1
Message Service	Section 2
Recovery to Intended Destination	Section 3
Medical Transfer and General Assistance	Section 4
Domestic Assistance	Section 5
If you have purchased personal cover, any car you are travelling in will be covered for mechanical or electrical breakdown in line with the level of cover shown in other sections.	Section 6
Departure Cover to Europe (maximum £750)	Section 7
Roadside Assistance in Europe (maximum £250, of which the limit for labour charges is £50)	Section 8
Replacement Parts during your trip	Section 9
Emergency Repairs Following Theft in Europe (maximum £175)	Section 10

*continued overleaf*

<b>Significant Features and benefits</b> cont'd	<b>Refer to</b>
Alternative Transport Costs if Vehicle Out of Use in Europe (maximum £750)	<b>Section 11</b>
Replacement Driver Costs if Medically Unfit to Drive Home from Europe	<b>Section 12</b>
Repatriation costs from Europe	<b>Section 13</b>
Customs Regulations	<b>Section 14</b>

<b>Significant Exclusions</b> For a full list of exclusions, please refer to the policy terms and conditions	<b>Refer to</b>
Labour charges over 1 hour at the roadside	<b>Section 1</b>
More than six callouts per year	<b>Section 1</b>
For cover in Europe, limited to 31 days per trip and 60 days per year in total	<b>Section 7–14</b>
The costs of any parts or materials used to repair your vehicle	<b>Section 1</b>
The cost of any replacement fuel supplied if your vehicle runs out	<b>Section 1</b>
If your vehicle breaks down within 24 hours of buying this policy	<b>Period of Insurance</b>
Departure Cover (European Assistance) does not apply unless this policy was purchased at least 10 days before the planned departure date of the trip	<b>Section 7</b>
Personal cover is only available if you are with the car at the time of the breakdown and when help arrives	<b>Section 6</b>
Sections 7 – 14 inclusive (European Assistance) do not apply to trips solely within the UK, except for direct journeys between home and port or international rail terminal	<b>Section 7–14</b>
Vehicles not in a roadworthy condition at the start of the policy, or if your vehicle has not been maintained as per the manufacturer's recommendations	<b>General Exclusions</b>

## Your right to cancel

We hope that you are happy with the cover your policy provides. However you have the right to cancel this policy within 14 days of receiving your policy documents or the start date of the policy, whichever is the later. To do this, please call The Green Insurance Company on 0845 272 7603. If this happens you will receive a full refund, provided no claim has been made. After the 14 days have expired, the policy may still be cancelled. For full details of the cancellation process, please refer to section 18 of the policy wording.

## Policy Duration

This is an annual policy. Please refer to your welcome letter for the date cover is effective from.

## Choice of Law

This contract is governed by the laws of England and Wales and all communication will be in English.

## What to do if you have a complaint

The full complaints procedure is shown in the policy wording (section 17). A copy will also be sent on request. If your complaint is regarding the standard of service you have received under your policy, you should contact the policy administrator, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. If you are still not satisfied, please write to: The Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Or you can phone DAS on 0117 934 0066 or e-mail [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

If you are still dissatisfied, short of court action, you can ask the Financial Ombudsman Service to review your case. This must be done within six months of the date of the underwriter's final decision.

Contact details are:

**The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.**

Call: 0845 080 1800

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Are we covered by the Financial Services Compensation Scheme (FSCS)?

Your insurer is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if they are unable to meet their obligations to you. Further information about this is available from the Financial Services Authority or the FSCS. The contact information is:

The FSCS

7th Floor, Lloyds Chambers

Portsoken Street

London E1 8BN

Tel: 0800 678 1100

E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, registered company number 3668383, and is underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered company number 103274.

Call Assist Ltd and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority.

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Please read this policy wording to make sure you have the level of cover you need and to help you use the service:

## 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 vehicle breakdown at home or away. The Green Insurance Company has not made a personal recommendation as to the suitability of this policy to your individual circumstances. 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.

By insuring with The Green Insurance Company, you agree to any amounts you may owe us, or our debt recovery agency, being deducted from any premium refund due to you. For your convenience and protection, we may automatically renew your policy unless you tell us not to. We will write to you before the policy renewal date to remind you of this and to let you know what the new payments will be. If we automatically renew your policy, we will take payment from the most recent bank or payment card details that you have given us.

## Vehicle Health Check

This policy operates on the basis that you will have had your vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing for a trip abroad.

We will expect you to have replaced any parts which a pre-trip inspection has indicated may be reaching the end of their normal life.

It should be noted that replacing items abroad will disrupt your trip, may not be practicable within your travel timescale and could cost you significantly more than replacing parts in the UK.

Please ensure you have your vehicle checked in plenty of time before your departure date so that your garage can fix any problems that they might discover. If you leave the pre-trip check to the last 10 days then the benefits under section 7: Departure Cover, will not apply.

Please keep proof of regular servicing in the event of any dispute.

If you call us for assistance and our Recovery Operator reports to us that it is evident you have not maintained your vehicle in a state fit to undertake the trip and return you home safely, you will have to pay all the costs arising from the assistance provided.

## Change of Vehicle

This policy covers the vehicle registered on our database, therefore any change must be reported immediately to the Green Insurance Company on 0845 272 7603. Please have 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 tell the Green Insurance Company of the new vehicle details, we may not be able to supply you with a service.

## Governing Law

English Law governs this policy.

## Language

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

## Definitions

### Us, We, Our

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

### You, Your

The policyholder or any other authorised occupant of the insured [vehicle](#).

### Vehicle

The [vehicle](#) or caravan/trailer registered with Call Assist Ltd. This includes cars, motorised caravans, light vans, estate cars, and 4x4 sport utility [vehicles](#).

### Breakdown

Mechanical [breakdown](#), accident, vandalism, fire, theft or attempted theft, flat battery, key breakage, accidental damage to tyres, running out of fuel or putting the wrong fuel in [your vehicle](#), occurring during the [period of insurance](#) and within the [territorial limits](#).

### Period of Insurance

Up to 12 months from the policy inception date as shown on [your](#) confirmation letter, which shall be at least 24 hours following the date [you](#) are accepted for cover.

### Territorial Limits (UK)

Great Britain, Northern Ireland, Isle of Man and the Channel Islands for residents.

### Territorial Limits (Europe)

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands (excluding Channel Islands residents), Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

### Trip

A journey in [your vehicle](#) to the countries of the European [territorial limits](#), not exceeding 31 consecutive days.

## Part A – Annual Cover for Motoring and Domestic Assistance within the UK territorial limits

Cover applies as described in sections 1 to 6  
Please also see Part C – General Terms applying to all sections.

### Section 1: Home Assist & Roadside Assistance

#### What to do if you breakdown

If **your vehicle** breaks down please call our 24 hour Control Centre on: **0800 781 4413**

If **you** are unable to make a connection, please call **01206 714706**.

For assistance in Europe, call **us** on **01206 714706**.

When calling for assistance please quote: **TGIC0509V**. Please have the following information ready to give to our Rescue Controller, who will use this to validate **your** policy.

1. **Your** return telephone number with area code
2. **Your vehicle** registration
3. The precise location of **your vehicle** (or as accurate as **you** are able in the circumstances)
4. The fault with **your vehicle**
5. Any other information that will be useful to **us**

**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 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 our Recovery Operator arrives. Once our Recovery

Operator arrives at the scene please be guided by their safety advice.

If **you** have 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.

#### Your Cover

If **you** are undertaking a trip within the European territorial limits, different policy benefits apply during **your** journey to and from **your** home and port or rail terminal. Please refer to part B for full details.

If **your vehicle** is immobilised or rendered unroadworthy as a result of a **breakdown**, **we** will arrange and pay for:

- 1.1 callout and up to one hour's labour for assistance at **your** home address or at the roadside, and if necessary;
- 1.2 the transportation of **your vehicle**, **you** and up to 7 passengers to **your** home address or the nearest suitable repairer, up to a maximum of 20 miles from the scene of the **breakdown**.

The choice of suitable repairer shall be at our discretion. **You** will be responsible for paying any costs which are not covered, directly to the repairer, the toll authority or the sea transit carrier as appropriate.

#### Exclusions applying to this section:

- a) any costs of transporting **you** or **your** vehicle and passengers to a location more than 20 miles away from the scene of the **breakdown**.
- b) roadside labour charges in excess of 1 hour.
- c) any labour charges incurred at the Recovery Operator's premises.

- d) the cost of parts or materials used to repair **your vehicle**.
- e) toll and ferry charges for **your vehicle**.
- f) any winching charges or the use of specialist equipment.
- g) more than 6 call outs per policy per year.
- h) the cost of any replacement fuel supplied if **your vehicle** runs out.

## Quick-Pledge

If **we** do not arrive on the scene within one hour from the end of **your** original call for assistance, **you** can claim £10 back from **us** under **our** Quick Pledge. To claim, **you** should write, giving full details, to the Customer Services Department, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

## Section 2: 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.

## Section 3: Vehicle Recovery/Onward Transportation

If **our** 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 arrange to pay the cost of alternative transport to enable **you** to complete **your** journey.

- 3.1 **We** will pay for the transportation of **your vehicle**, **you** and up to 7 passengers to either:
  - i) **your** home address, or
  - ii) **your** original destination anywhere within the UK, or
  - iii) a repairer either in the vicinity of the **breakdown** location, or to a repairer of **your** choice.

The means of transport will be at **our** discretion.

3.2 Or, if **your vehicle** has been stolen and has not been recovered by the end of the working day, **we** will arrange and pay for **you** and up to 7 passengers, by one direct journey, to return to **your** home address or original destination anywhere within the UK.

3.3 Or, if **your vehicle** has not been transported in accordance with the above, **we** will arrange and pay up to £250 in total for one of the following benefits:-

- i) a hire car, where available, for up to 24 hours to either continue **your** journey or return home anywhere within the UK. **We** will pay for hire charges up to a group C **vehicle**, collision damage waiver and any necessary drop off charge, but **you** will be responsible for the cost of any fuel used. Please note: **you** will be responsible for any damage to the hire car and any excess imposed by the hire car provider. **You** must be able to satisfy the requirements of the hire car provider, as to an acceptable driving licence and minimum driver age. The provider will also require sight of **your** credit or debit card before releasing the **vehicle** to **you**. **We** will also pay for the cost of one single standard class rail ticket to enable **you** to collect **your vehicle** once repairs have been carried out.

If **we** are unable to arrange a suitable hire car as **your** party is too large, or where it is not available under the supplier's hire terms, **you** will have to select one of the other two benefits from this section;

- ii) Or, **we** will cover the cost for **you** to either continue **your** journey or return home, anywhere within the UK, by public transport. The means of such public transport shall be at **our** discretion. **We** will also pay the cost of one single standard class rail ticket to enable **you** to collect **your vehicle** once repairs have been carried out.

- iii) Or, at our discretion, we will cover the cost of providing necessary bed and breakfast overnight accommodation for you and up to 7 passengers in a local hotel while awaiting repairs. This only applies if the breakdown has occurred at a late hour and you are more than 25 miles from your home address.

## Exclusions applying to this section:

- a) any costs which would not have been incurred had no claim arisen.
- b) toll and ferry charges for your vehicle.
- c) long distance transport of your vehicle to the premises where your vehicle was purchased solely to claim under a warranty, when a suitable repair can be carried out at or near the scene of the breakdown.
- d) fines, parking charges and any congestion charges arising from use of a hire vehicle.

## Section 4: Medical Transfer and General Assistance

You may telephone our 24 hour Control Centre in connection with the following:

- 4.1 Emergency medical transfer if you are hospitalised away from home, during the course of a journey within the UK territorial limits in the vehicle. We will organise medical transfer as appropriate, but you will be responsible for paying any and all costs and expenses incurred in such a transfer.
- 4.2 We can provide assistance for faults that are not covered under this policy or where you would like us to assist additional passenger numbers, who exceed the maximum of 7, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card. If you wish to use this service please call 0800 781 4413 and request the “pay on use service”.

## UK Annual Motoring Assistance

On motorways use the nearest emergency telephone and provide the police with our contact number and your policy details. The police may arrange for your recovery from the motorway. In this case contact us when you reach an ordinary phone or use a mobile. If the local police call for a recovery vehicle to tow you from the motorway, and you are asked to pay on the spot for this service, you should send us the original receipt.

You must contact us and gain authorisation from one of our Rescue Controllers prior to incurring any expenses.

## Section 5: Domestic Assistance

If, during the period of insurance your principal domestic residence within the UK territorial limits suffers a sudden and unforeseen home emergency, which necessitates action to:

- render the home safe or secure;
- alleviate unreasonable discomfort you may experience in the home;
- avoid damage or further damage to your home; or
- restore the main services to the home, then:

We will arrange for a tradesman to render assistance in connection with:

- 5.1 The fixed domestic plumbing or drainage systems where there has been or is likely to be an escape of water or sewage.
- 5.2 Domestic gas or electricity supply systems in the event of complete failure.
- 5.3 The roof where internal damage has been or is likely to be caused.
- 5.4 The external locks, doors or windows rendering the home insecure.
- 5.5 The fixed heating system where there is an escape of water or oil.

Every effort will be made to ensure assistance is provided promptly by a tradesman qualified to render an efficient and professional service. However in no circumstances can **we** accept liability for loss or damage of any kind, which may arise or result from the use or intended use of this service, unless negligence on **our** part can be demonstrated. **You** remain responsible for paying, at the time the work is carried out, directly to the tradesman, all charges arising in connection with callout, labour and parts or materials used.

## Exclusions under this section:

- a) any costs relating to work carried out on the home.
- b) any assistance under section 5 when **you** are on a trip abroad.
- c) any bedsits or properties with multiple occupation/ residential or nursing homes.

Major emergencies which may result in serious damage or danger to life or limb should be immediately advised to the Public Supply Authority, or in case of difficulty, the Emergency Services.

Suspected gas leaks should always be reported to **TRANSCO** by calling **0800 111 999**.

## Section 6: Personal Cover

If **you** have purchased personal cover, in addition to the main car **you** drive and have told **us** about, any car **you** are travelling in will be covered for mechanical or electrical **breakdown** in line with the level of cover shown in the other sections of this policy document. Personal cover is only available if **you** are with the car at the time of the **breakdown** and when help arrives.

Personal Cover is limited to a maximum of 4 people in any one household and all main vehicles must be registered at the same address.

## Part B – European Assistance

Cover applies as described in sections 7 to 14 including **your** direct journeys between home and **your** port or international rail terminal.

**You** will be asked to demonstrate that **you** are planning or undertaking a journey abroad, for example by quoting a hotel booking or channel crossing reference.

If **your** trip is planned to exceed 31 consecutive days, then no cover at all will apply in respect of that trip.

Please also refer to Part C – General Terms Applying to All Sections.

## Section 7: Departure Cover

If **your vehicle** is lost, immobilised or rendered unroadworthy due to a **breakdown**, occurring during the 7 days immediately preceding **your** arranged departure date for a trip, and **your vehicle** cannot be repaired or is not recovered prior to the arranged departure date, **we** will pay up to £750 in total under this policy to enable **you** to continue **your** original trip. **We** will pay for the following:

7.1 The hire of a suitable replacement **vehicle**, where available, for the purpose of carrying out **your** original trip. **We** will pay for the rental charge, collision damage waiver and any necessary drop off charge. Please note: **You** will be responsible for any damage to the hire **vehicle** and any excess imposed by the hire car provider,

OR:

7.2 The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim. Any claim involving a hire **vehicle** must be authorised by one of **our** Rescue Controllers before expenses are incurred. **You** must contact **us** as soon as **you** know that **your** vehicle may be

unavailable for **your** planned trip. **Your** claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of **your vehicle**;
- precise details of the **breakdown** or damage;
- **breakdown**, when occurring, was sudden and unforeseen; and
- repairs cannot be made before the date planned for **your** trip to begin.

## Exclusions applying to this section:

- any claim resulting from **breakdown** if **you** have purchased this cover less than TEN days before the planned date of departure of **your** trip.
- any claim when **your trip** is planned to exceed 31 days.
- any claim when actual or imminent **breakdown** of **your vehicle** is discovered or diagnosed in the course of a service carried out less than TEN days prior to **your** planned date of departure.
- loss of use of a **vehicle** hired to **you**.
- the cost of fuel, oil or insurance for a hire **vehicle**.
- the cost of any personal accident insurance or other benefit not specifically covered under this policy.
- fines, parking charges or congestion charges arising from use of a hire **vehicle**.
- trips solely within the UK **territorial limits**.

## Section 8: Roadside Assistance

If **your vehicle** is immobilised or rendered unroadworthy during a trip as a result of a **breakdown**, **we** will arrange and pay up to a maximum under this policy of £250 for roadside assistance and, if necessary, the transportation of **your vehicle**, **you** and up to 7 passengers to the nearest suitable repairer.

## Exclusions applying to this section:

- any claim when **your** trip is planned to exceed 31 days.
- labour charges in excess of £50.
- charges for any labour not incurred at the roadside.
- the cost of any parts or materials used to repair **your vehicle**.
- any winching charges or the use of specialist equipment.
- trips** solely within the UK **territorial limits**.

## Section 9: Replacement Parts

In the event of necessary replacement parts not being available locally during **your trip**, on receipt of **your** instructions, **we** will undertake to obtain them elsewhere and will pay all freight charges involved in dispatching them to the location of **your vehicle**. Please be aware that there may be some delay in dispatching replacement parts.

**We** will endeavour to provide the replacement parts required but **we** can give no guarantee that they will be available, especially in the case of older **vehicles** where parts may be impossible to locate. **We** will bear the cost of location and transport of the replacement parts only.

The actual cost of the parts and any customs duty must be paid to **us** by **you**, by debit or credit card.

When **you** are invoiced for a surcharge subject to the return of the old unit or part, **you** must return the defective part at **your** own expense to the supplier.

If **you** place a firm order for replacement parts and these are not subsequently required, or **you** do not await their arrival, **you** will be responsible for the cost of such parts, including all forwarding charges arising from their return.

## Exclusions applying to this section:

- a) any claim where **your trip** is planned to exceed 31 days.
- b) trips solely within the UK **territorial limits**.

## Section 10: Theft and Attempted Theft

In the event of a theft or attempted theft of **your vehicle** or the contents contained within **your vehicle** during a **trip**, **we** will pay up to £175 in total under this policy, for immediate emergency repairs and/or replacement parts, which are necessary to place **your vehicle** in a secure condition to continue the **trip**.

**You** must obtain a police report within 24 hours of the incident giving rise to the claim.

## Exclusions applying to this section:

- a) any claim where **your trip** is planned to exceed 31 days.
- b) damage to paintwork or other cosmetic items.
- c) costs incurred following **your** return home.
- d) **trips** solely within the UK **territorial limits**.

## Section 11: Vehicle Out of Use

If **your vehicle** is lost, immobilised or rendered unroadworthy during a **trip** as a result of fire, theft, accidental damage or **breakdown**, and repairs cannot be effected within the same working day:

- 11.1 **We** will pay the additional cost of transporting **you**, and up to 7 passengers with **your** luggage, to **your** destination by public transport OR for the immediate hire of a suitable replacement **vehicle**, where and when obtainable (to include rental charge of up to a group C **vehicle**, collision damage waiver and any necessary drop-off charge) whilst **your vehicle** remains unserviceable, up to £750 in total under this policy. Please note: **You** will

be responsible for any damage to the hire **vehicle** and any excess imposed by the hire car provider. If **we** are unable to arrange a suitable hire **vehicle** as **your** party is too large, or where it is not available under the suppliers hire terms, **you** will be required to select one of the other benefits under this section.

OR,

- 11.2 **We** will pay the cost of local overnight hotel accommodation whilst **your vehicle** is being repaired. Bed and breakfast only costs will be paid up to £125 per person, with an overall maximum under this policy of £750, provided that such cost is additional to or in excess of any planned accommodation costs payable by **you** had no claim arisen.

## Exclusions applying to this section:

- a) any claim where **your trip** is planned to exceed 31 days.
- b) the cost of fuel, oil or insurance for a hire **vehicle**.
- c) the cost of any personal accident insurance or other benefit not specifically covered under this policy.
- d) costs incurred outside the period of the **trip**.
- e) fines, parking charges and any congestion charges arising from use of a hire **vehicle**.
- f) **trips** solely within the UK **territorial limits**.

## Section 12: Replacement Driver

In the event that **you** are declared medically unfit to drive **your vehicle** during the course of a **trip**, or having to return home early because of what **we** agree is a serious or urgent reason, and none of **your** passengers are qualified and competent to drive, **we** will pay all necessary additional costs incurred to return **your vehicle** to **your** home address in the country of departure.

We may elect to provide a qualified driver to drive back **your vehicle** and passengers.

## Exclusions applying to this section:

- a) any claim where **your trip** is planned to exceed 31 days.
- b) **trips** solely within the UK territorial limits.

## Section 13: Repatriation

If **your vehicle** is lost, immobilised or rendered unroadworthy during a **trip** as a result of fire, theft, accidental damage or **breakdown**:

13.1 We will pay the cost of transporting **you**, with **your** hand luggage and valuables, to **your** home address in the UK territorial limits if **your vehicle** cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of **your** return home. The means of transport to be employed shall be at **our** discretion and subject to availability.

13.2 We will pay the cost of transporting **your vehicle** to **your** home address in the UK territorial limits if repairs cannot be carried out abroad (or **your vehicle**, if stolen, has been recovered but not in a roadworthy condition), by the intended time of **your** return home. We will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs.

OR,

13.3 When agreed in advance by **us**, we will pay the cost of one person to travel to the location of **your vehicle** by public transport to drive the repaired **vehicle** to **your** home address in the UK.

The maximum we will pay under this policy to repatriate **your vehicle** will be limited to its current market value in the UK.

**Vehicle** repatriation will only be carried out when it is apparent that repairs can be effected in the UK territorial limits, and when **you** confirm to **us** that these repairs will be carried out.

If we repatriate **your vehicle**, we will pay the cost of transporting **your** personal possessions, other than hand luggage and valuables, to **your** home address either together with or separately from **your vehicle**.

If a hire **vehicle** has been provided, once it has returned **you** to **your** home address within the UK, it will no longer be covered irrespective of whether **your vehicle** is still in the process of repatriation.

## Exclusions applying to this section:

- a) any claim where **your trip** is planned to exceed 31 days.
- b) repatriation of **you** or **your** passengers injured in an accident involving **your vehicle**.
- c) **trips** solely within the UK territorial limits.
- d) repatriation if **your vehicle** can be repaired but **you** do not have adequate funds for the repair.

## Section 14: Customs Regulations

If as the result of fire, theft, accidental damage or **breakdown** occurring outside the country of departure during a **trip**:

- 14.1 **Your vehicle** is beyond economic repair, we may arrange for its disposal under Customs supervision in the country where it is situated. In this case we will deal with the necessary Customs formalities.
- 14.2 **Your vehicle** is not taken permanently out of the foreign country within the limited time allowed after import, or **you** inadvertently fail to observe the import conditions which

permit import for a limited time without payment of duty, then we will pay your liability for any duty claimed from you. We will not pay the cost of any other import duties imposed by Customs.

## Exclusions applying to this section:

- a) any claim when your trip is planned to exceed 31 days.
- b) the cost of any import duties imposed by Customs.

Requesting emergency assistance while on a trip:

In an emergency, first check that the circumstances are covered by this policy. Having done this, please telephone us on **00 44 1206 714706**, and quote **TGIC0509V**:

When calling for assistance please have the following information ready to give to our Rescue Controller, who will use this to validate your policy.

1. Your return telephone number with area code
2. Your vehicle registration
3. The precise location of your vehicle (or as accurate as you are able in the circumstances)
4. The fault with your vehicle
5. Any other information that will be useful to us

Please ensure that you carry your V5 registration document with you during your journey. Regulations are different when you break down 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.

## General Notes Relating to Europe

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. Please ensure you contact us prior to incurring expenses and ensure you send us the original 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 assist you and effect a repair to your vehicle. We will not be held liable for any delays in reaching your destination.

## Part C – General Terms Applying to All Sections

### Section 15: General Exclusions

This policy does not cover the following:-

- 15.1 Service where remedial action has not been taken within 28 days following a previous breakdown or temporary repair being made, unless in transit between a temporary repair and a repairing garage.
- 15.2 Breakdowns caused by failure to maintain your vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
- 15.3 Service if your vehicle is being used for motor racing, rallies, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.

- 15.4 Service if **your vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where **your vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
- 15.5 **Vehicles** not in a roadworthy condition at the time cover is effected.
- 15.6 Service following any intentional or wilful damage caused by **you** to **your vehicle**.
- 15.7 Any damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **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** or loss from cancelled or missed appointments.
- 15.8 Direct or indirect loss, damage or liability caused by, contributed to or arising from:-
- Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, military or usurped power.
- 15.9 Any cost recoverable under any other insurance policy that **you** may have.
- 15.10 The cost of food, drinks, telephone calls (whenever possible, **we** will call **you** back as soon as possible), or other incidentals.
- 15.11 Ferry and toll charges, fines or penalties imposed by the courts or congestion charges arising under this policy.
- 15.12 Any winching costs or specialist off-highway equipment. Any **vehicle** or equipment used other than a standard recovery **vehicle** which is required to move a **vehicle** which has left the highway or is overturned or without wheels, would be considered specialist. Once **your vehicle** has been recovered to a suitable location, normal service will be provided.
- 15.13 Assistance following a **breakdown** or accident attended by the police or other emergency services until they have authorised **your vehicle's** removal.
- 15.14 The cost of draining or removing contaminated fuel or other fluids. **We** will arrange local recovery, but all other costs incurred will be at **your** expense.
- 15.15 Any costs for locksmiths, glass replacement or tyre specialists are **your** responsibility.
- 15.16 Claims arising from circumstances which were known to **you** at the time of applying for this policy or at any time prior to the commencement date of the **period of insurance**, or claims arising as a result of a material fact or facts, which have not been disclosed to **us** prior to the commencement of the **period of insurance**.
- 15.17 Any cost that would have been incurred if no claim had arisen.
- 15.18 Any caravan/trailer where the total length exceeds 7 metres (23 feet) and where it is not attached to **your vehicle** with a standard towing hitch.
- 15.19 **Vehicles** not registered with **us**.
- 15.20 Repair and labour costs other than one hour roadside labour at the scene.

- 15.21 The cost of fuel, oil or insurance for a hire vehicle.
- 15.22 Service if you already owe us money.
- 15.23 Where service cannot be effected because your vehicle does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, mechanisms for unlocking the wheels, or whatever comes as standard to deal with a puncture or change of wheel.
- 15.24 Overloading of your vehicle or carrying more passengers than it is designed to carry.
- 15.25 Claims not notified and authorised prior to expenses being incurred.
- 15.26 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.
- 15.27 Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.
- 15.28 Failure to comply with requests by us or our Recovery Operators concerning the assistance being provided.
- 15.29 Any claims relating to the following:-  
a) Vehicles in excess of 3,500 kg (3.5 tonnes) in weight.  
b) Vehicles more than 7 metres (23 feet) long, 2.25 metres (7.38 feet) wide and 3 metres (9.8 feet) high.
- 15.30 More than 6 callouts per policy per year.
- 15.31 If you request assistance because your vehicle is not secure or has a fault with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and your safety is compromised.
- 15.32 Assistance if your vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 15.33 Any cover which is not specifically detailed within this policy.
- 15.34 Assistance following glass breakage, unless this occurs during the course of a journey on a motorway and your safety is compromised. In this circumstance and provided a replacement glass company cannot assist you, we will only provide a tow to the nearest location which is a Service Station or Petrol Station. All costs thereafter will be your responsibility. This facility is only available if the main windscreen is broken and excludes side screens.

## Section 16: General Conditions

- 16.1 You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this policy. You must take all steps necessary to expedite the completion of repairs, and you shall not abandon your vehicle or any of its parts to us without our authorisation.
- 16.2 We cannot accept responsibility for the transportation of pet animals or livestock carried within your vehicle at the time of a breakdown. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown, would not be covered by this policy.
- 16.3 You must comply in full with all the terms and conditions of this policy before a claim will be paid. You must make no admission, offer, promise or payment without our prior consent. In order to benefit from the cover, you must agree to abide by all the relevant terms, conditions and exclusions of this policy.
- 16.4 We are entitled to take over your rights in the defence or settlement of a claim, or to take proceedings in your name for our own

benefit against another party and **we** shall have full discretion in such matters.

- 16.5 If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, **we** offer **you** the option of resolving this by using the Arbitration procedure **we** have arranged. Please see the details shown in Section 17 – Complaints Procedure. Using this service will not affect **your** legal rights.
- 16.6 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to **us**.
- 16.7 **You** will be required to reimburse to **us**, within seven days of **our** request to **you**, any costs or expenses **we** have paid out on **your** behalf which are not covered under the terms of the insurance.
- 16.8 A garage or specialist undertaking repair work on **your** instructions and which is not specifically covered under this policy will be acting as **your** agent for such repair work.
- 16.9 At the time of a claim, at **our** request **you** must provide evidence of proper servicing of **your** vehicle.
- 16.10 If **you** have a road traffic accident, **you** must supply **your** motor **vehicle** insurance details to **us** when **we** ask for this information. The incident must be reported to the insurer.
- 16.11 **You** must declare to **us** all facts which are likely to affect this policy. Failure to do so may prejudice entitlement to claim. If **you** are uncertain as to whether a fact is material, **you** should declare it to **us**.
- 16.12 **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
- 16.13 **You** must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact The Green Insurance Company on **0845 272 7603**.
- 16.14 In the event of an emergency or any occurrence which may give rise to a claim for substantial costs under this policy, **you** must contact **us** as soon as practicable. **You** must make no admission, offer, promise or payment without **our** prior consent. Please telephone **us** first.
- 16.15 **We** may, at any time, pay to **you** **our** full liability under this policy after which no further liability shall attach to **us** in any respect or as a consequence of such action.
- 16.16 In the event **you** use the service and the fault 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.
- 16.17 **We** reserve the right to recover **your** immobilised **vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.
- 16.18 In the event of a valid claim involving **your** repatriation from a **trip**, **you** shall allow **us** the use of any relevant travel tickets **you** are not able to use because of the claim.

## Section 17: Complaints Procedure

We aim to provide a high standard of service. Please telephone us on **01206 771760**, if you feel we have not achieved this and we will do our best to sort the problem immediately.

- 17.1 Any enquiry or complaint you have about your policy should be addressed first to the policy administrator: Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

Or email us at:

**enquiries@call-assist.co.uk**

If we are unable to give you a final decision by four weeks from the day we receive your complaint, we will explain why and advise you when we hope to reach a decision.

- 17.2 If you are still not satisfied after receiving our response, please write to the policy underwriter: The Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Or you can phone DAS on 0117 934 0066 or e-mail [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Please include details of your policy and quote reference **TGIC0509V**, to help your enquiry to be dealt with speedily.
- 17.3 If you are still dissatisfied after receiving a final response from DAS Legal Expenses Insurance Company Limited, short of court action, you can ask the Financial Ombudsman Service to review your case. This must be done within six months of the date of the underwriter's final decision. Contact details are: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: **0845 080 1800**.

**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

## Section 18: Cancellation Provisions

- 18.1 **Right to return the insurance document**  
If you are not satisfied with this policy, please return your documents to The Green Insurance Company within 14 days for annulment. Any premium received will be refunded to you, provided no claim has been made.
- 18.2 **Cancellation by You**  
If you subsequently give notice in writing or by telephone to The Green Insurance Company to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later.
- 18.3 **Cancellation by Us**  
We or The Green Insurance Company may give you 7 days notice of cancellation of this policy by writing to you at your last known address.
- 18.4 **Premium position upon cancellation**  
If the policy is cancelled after the first 14 days, the premium will be charged in full. If you do not exercise your rights to cancel the policy, it will continue in force for the term of the policy.
- 18.5 **Effective time of cancellation**  
This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of cover.
- 18.6 **Financial Services Compensation Scheme**  
Your insurer is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if they are unable to meet their obligations to you. Further information about this is available from the Financial Services Authority or the FSCS. The

contact information is:

The FSCS  
7th Floor, Lloyds Chambers  
Portsoken Street  
London E1 8BN  
Tel: 0800 678 1100  
E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Section 19: Making a Claim on Return Home

First, check the appropriate sections of **your** policy to make sure that what **you** are claiming for is covered.

- 19.1 Claim forms can be obtained by telephoning **our** Claims Helpline on **01206 771760**. Please give **your** name, quote reference **TGIC0509V**, and give brief details of **your** claim.
- 19.2 All claims must be submitted within 28 days of **your** return on a policy claims form, accompanied by original invoices/receipts. Please refer to the relevant section of **your** policy for specific conditions and details of the supporting evidence that **we** require.
- 19.3 Please remember that it is always advisable to retain copies of all documents when submitting **your** claim form.

## Section 20: Data Protection Act

**We** collect and maintain personal information in order to administer the policies of insurance that **we** issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. **We** will not keep **your** information longer than is necessary.

**Your** information will be protected from accidental or unauthorised disclosure. **We** will only reveal **your** information if it is allowed by law, authorised by **you**, to prevent fraud or in order that **we** can liaise with

**our** agents in the administration of this policy.

Under the terms of the Act **you** have the right to ask for a copy of any information **we** hold on **you** upon payment of an administrative fee. **You** also have the right to ask for correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

Enquiries in relation to data held by **us** should be directed to the Customer Services Department, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

## Standard of Workmanship

**We** will monitor the progress of **your** assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

## Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, registered company number 3668383, and is underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, registered company number 103274.

Home State: United Kingdom

## Call Recording

To help **us** provide a quality service, telephone calls may be recorded. Call Assist Ltd, firm reference number 304838 and DAS Legal Expenses Insurance Company Limited, firm reference number 202106 are authorised and regulated by the Financial Services Authority.

The Green Insurance Company  
1 Masterton Way  
Tannochside Business Park  
Uddingston G71 5PU

Registered in Scotland  
Company number SC314868  
VAT number 380094850

Registered Office  
1 Masterton Way  
Tannochside Business Park  
Glasgow G71 5PU

The Green Insurance Company is an insurance intermediary, authorised and regulated by the Financial Services Authority. For your protection and ours, calls may be recorded.

[www.greeninsurancecompany.co.uk](http://www.greeninsurancecompany.co.uk)

