

POLICY WORDING

# Cherished Cars



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# Welcome to a new generation of classic vehicle insurance

Welcome to Cherished Cars, the classic vehicle insurance policy from Towergate Underwriting.

As one of the leading providers of specialist cherished vehicle insurance, **We** have developed our Cherished Car policy to cater for a wide range of classic and prestige vehicles, incorporating all the benefits and features that **We** believe **You** would expect.

For our joint protection telephone calls may be recorded and/or monitored.

**You** can access our 24 Hour Towergate Claims Assistance Helpline by simply calling: **0344 892 2842** or if calling from abroad: **0044 (0) 1603 603717** quoting reference 0734BW00025 and your Policy number.

This Booklet, your **Certificate of Motor Insurance** and your **Policy Schedule** combine to give a full and comprehensive overview of your cover. However, highlighted below are just some of the key benefits of insuring with a Cherished Car motor policy.

## Policy Cover

- 24 Hour Towergate Claims Assistance Helpline covering UK and Europe.
- **Agreed Value.**
- Reinstatement Repair Cover (Optional on **Agreed Value** policies).
- Personal Belongings – £150.
- Inclusive Windscreen Cover.
- Personal Injury cover up to £5,000
- Cherished Number Plate Cover.
- Use abroad – Automatically covered in the EU. (subject to a limit of 30 continuous days).

## UK Breakdown Cover 0344 892 2841

- Callout and up to 1 hour's labour at the roadside, and, if necessary, the transportation of **You**, and up to six passengers and **Your Vehicle** to the nearest suitable repairer.

If the **Vehicle** cannot be made safe and cannot be repaired the same day at a suitable repairer:

- Recovery of the **Vehicle** and up to six passengers to either the original destination or your home address.
- Overnight accommodation of up to £40 for each person for bed & breakfast (maximum £160).
- Hire of a replacement vehicle for up to 24 hours.

## European Breakdown Cover 0044 (0) 1737 826036

European Cover includes all of the features highlighted under UK Cover, but also benefits from:

- Cover up to £750 for loss of **Your Vehicle** from breakdown, accident, **Fire** or **Theft**.
- Cover up to £200 for emergency repairs or replacement parts resulting from **Theft**.
- Repatriation of **Your Vehicle**.
- Storage charges (up to £100) while **Your Vehicle** is waiting to be repaired, collected or taken to the UK.

## Right to Cancel

**You** have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **You** receive the policy or renewal documentation, whichever is the later.

If **You** wish to cancel and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

Alternatively, if **You** wish to cancel and the insurance cover has already commenced, **You** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **The Insurer** has provided cover, subject to no claims arising during the current period of insurance. No refund is allowed if **You** have purchased Laid Up cover.

To cancel, please contact your insurance adviser.

If **You** do not exercise your right to cancel your policy, it will continue in force and **You** will be required to pay the premium. For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

You must return/surrender your valid **Certificate of Motor Insurance** immediately following cancellation.

## Financial Services Compensation Scheme

**We** and **The Insurer** are covered by the Financial Services Compensation Scheme ("FSCS").

**You** may be entitled to compensation from the Scheme if either of them cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS on [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

## Introduction

This policy booklet, the **Policy Schedule** (including any **Endorsements**) and the **Certificate of Motor Insurance** forms the contract and defines exactly what **You** are covered against. Please refer to your **Policy Schedule** for confirmation of the level of cover **You** have chosen.

The Towergate Claims Assistance Helpline is only available to Cherished Car policyholders. As a **Policyholder**, **You** have access to this number, offering help and claims assistance in the United Kingdom, Channel Islands and the Isle of Man and operating 24 hours a day, 365 days of the year.

### **Towergate Claims Assistance Helpline – 0344 892 2842**

or if calling from abroad: **0044 (0) 1603 603717** quoting reference 0734BW00025 and your Policy number.

Broken windscreen and window glass – please phone either National Windscreens on 0800 622122 or Autoglass on 0844 875 2501 (Calls cost 5p per minute from a BT Landline plus network connection charges. Mobile and other provider charges may vary).

**Should difficulty be experienced locating glass for your vehicle, please contact our dedicated Towergate glass sourcing line on 0344 892 2840.**

### **Making a claim**

If **You** wish to make a claim, phone the Towergate Claims Assistance Helpline and a Personal Incident Manager will record details of the incident and cover all the steps involved in the process of making a claim.

When **You** receive the claim form, please fill it in and return it as soon as possible to the address shown on the claim form.

If **You** are involved in an accident, phone the Towergate Claims Assistance Helpline and if the incident is covered **The Insurer** will arrange for **Your Vehicle** to be recovered to the nearest Insurer approved repairer.

### **Important**

When telephoning the Towergate Claims Assistance Helpline, please, if at all possible, have the following information available:

- **Your Vehicle** details.
- Your Cherished Car insurance policy details.
- Information regarding the passengers in **Your Vehicle**.
- Details of any injuries suffered to either yourself or your passengers.
- Information regarding the other driver(s) involved in the accident.
- Any details relating to anyone who witnessed your accident.

This will enable your Personal Incident Manager to provide the level of service that **You** expect. For our joint protection, calls may be recorded and/or monitored. Further information regarding Claims Procedures can be found on page 24 of this booklet.

## Contract of insurance

This policy is a contract of insurance between the **Policyholder**, and **The Insurer**. The **Policyholder** enters into a contract with **The Insurer** when they agree to take out the policy on the terms and conditions **The Insurer** has offered and to pay the premium. It is the **Policyholder's** responsibility to ensure that all persons insured are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- Policy booklet.
- Information contained on your application and/or statement of fact document issued by **The Insurer**.
- **Policy Schedule**.
- Any clauses endorsed on this policy, as set out in your **Policy Schedule**.
- **Certificate of Motor Insurance**.
- Any changes to your insurance policy contained in notices issued by **Us** at renewal.

In return for paying your premium, **The Insurer** will provide the cover shown in your **Policy Schedule** under the terms and conditions of this policy booklet during the **Period of Insurance**. Any changes agreed during the **Period of Insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and clauses of this policy.

### **Renewal of the contract of insurance**

Each renewal of the policy represents a new contract of insurance.

The **Policyholder** enters into a new contract of insurance with **The Insurer** commencing on the date when the **Policyholder** agrees to renew the policy and to pay the premium. Persons insured will be covered for the **Period of Insurance** shown on your renewal **Policy Schedule**.

## Important information

### **Choice of Law**

The law of England and Wales will apply to this contract unless:

- 1) **You** and **The Insurer** agree otherwise; or
- 2) at the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Information and changes your insurer needs to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew your policy.

Please let **Us** know if there are any changes to the information set out in the application form/Statement of Fact, **Certificate of Motor Insurance** or on your **Policy Schedule**. **You** must also tell **Us** about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving license endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- Any change affecting ownership of the **Vehicle**.
- A change of **Vehicle** (including a change in the total number of vehicles available to **You**).
- All changes **You** or anyone else makes to **Your Vehicle** if these make the **Vehicle** different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of job, including any part-time work by **You** or other drivers, a change in the type of business or employment status.
- A change in the use of **Your Vehicle**.
- A new main user of **Your Vehicle**.
- If **You** think **You** will exceed the annual mileage limit **You** have chosen.
- Details of any driver **You** have not told **Us** about before or who is excluded by the **Certificate of Motor Insurance** or an **endorsement** but who **You** now want to drive.
- Details of any accident or loss (whether or not **You** make a claim) involving **Your Vehicle** or that occurs while **You** are driving anyone else's vehicle.
- Details of any person who may drive the **Vehicle** that suffers from a notifiable condition or any condition for which DVLA have restricted the licence.

If **You** are in any doubt, please contact **Us**.

When **We** notify **The Insurer** of a change, **The Insurer** will tell **Us** if this affects your policy, for example whether they are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by **You** is not complete and accurate:

- **The Insurer** may cancel your policy and refuse to pay any claim, or
- **The Insurer** may not pay any claim in full, or
- **The Insurer** may revise the premium and/or change the compulsory excess, or the extent of the cover may be affected.

## Customers with Disabilities

This policy and other associated documentation are also available in large print audio and Braille. If **You** require any of these formats please contact your insurance adviser at the address shown on the documentation provided to **You**.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

*A.P.R.*  
Adrian Brown  
CEO Towergate Underwriting  
for and on behalf of insurers

# Definitions

We have defined words or phrases used throughout this policy in this Definitions section. To avoid repeating these definitions please note that where these words or phrases appear they have the precise meaning described unless otherwise stated.

## Accessories

Additional or supplementary parts of **Your Vehicle** not directly related to its function as a vehicle. These will include radios and other in-car entertainment, communication equipment and car telephones all of which, however, must form an integral part of **Your Vehicle**. Mobile phones which operate independently through their own battery pack are not **Accessories** within this definition. Where **Your Vehicle** is a motor caravan the term shall also include fixtures, fittings, furniture and furnishings.

## Agreed Value

The value of **Your Vehicle** agreed at the start of the **Period of Insurance**, rather than calculated after a claim, less any **Excess**, without deduction for wear and tear and depreciation.

## Certificate of Motor Insurance

Your current valid **Certificate of Motor Insurance**. The document which is legal evidence of your insurance and which forms part of this document, and which must be read with this document.

## Endorsement

Changes in the terms of your policy. These are shown in your **Policy Schedule**.

## Excess

The amount of any claim **You** will have to pay if **Your Vehicle** is stolen or damaged.

## Fire

**Fire**, lightning and explosion.

## Market Value

The **Market Value** of **Your Vehicle** is the cost of replacing it with one of the same make, model, age, type, condition and mileage.

## Period of Insurance

The period of time covered by this policy as shown in the **Policy Schedule** and any further period for which **The Insurer** agrees to insure **You**.

## Policy Schedule

The document showing details of **You**, **Your Vehicle** and the cover provided (read in conjunction with the policy booklet and **Certificate of Motor Insurance**).

## Territorial Limits

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and those countries detailed in section 7, while **Your Vehicle** is being transported between any of these countries.

## Theft

**Theft** or attempted theft.

## The Insurer/The Company

The Insurance Company as shown on the **Certificate of Motor Insurance**.

## The Insured/You/Policyholder

The person or persons described as **The Insured** in the **Policy Schedule**.

## We/Us/TUCC

Towergate Underwriting Cherished Cars is a trading name of Towergate Underwriting Group Limited.

## Your Car / Vehicle

Any **Vehicle** shown in the **Policy Schedule** and any other **Vehicle** for which details have been supplied to **Us** and a **Certificate of Motor Insurance** bearing the registration mark of that **Vehicle** has been delivered to **You** and remains effective.

## Your Spouse/Civil Partner

The husband, wife or **Civil Partner** of the **Policyholder**, living at the same address as the **Policyholder** and sharing domestic financial responsibilities with him/her. This does not include any business partners or associates.

# Cover for your vehicle

## Section 1

### Theft or damage to your vehicle

If **Your Vehicle** is stolen or damaged, **The Insurer** may, at their option, either:

- pay for **Your Vehicle** to be repaired; or
- pay in cash the amount of the **Theft** or damage.

The same cover also applies to **Accessories** and spare parts relating to **Your Vehicle** while these are in or on **Your Vehicle**.

The repairer may use parts of comparable quality that have not been supplied by the manufacturer.

The maximum amount **The Insurer** will pay will be the **Agreed Value** unless the schedule has the words **Market Value** or the **Endorsement MV1** has been applied, when the maximum amount payable will be the reasonable **Market Value** immediately prior to the **Theft** or damage, but not exceeding your estimate of value shown in our records.

If **Your Vehicle** is disabled through **Theft** or damage insured under this policy **The Insurer** will pay:

- the reasonable cost of protection and removal to the nearest repairers.
- the reasonable cost of delivery to **You** after repair, but not exceeding the reasonable cost of transporting **Your Vehicle** to your address in the British Isles.

In respect of **Theft** or damage to a **Vehicle** audio system or navigation equipment and its fittings, **The Insurer** will pay:

Up to £500, unless the equipment was fitted by the manufacturer or authorised dealer as original equipment, in accordance with their standard specification for the **Vehicle**.

In the event of **Your Vehicles** keys or lock transmitter being lost or stolen **The Insurer** will pay:

Up to £100 towards the cost of replacing the door locks and / or boot lock, the ignition / steering lock, the lock transmitter and central locking interface.

In respect of replacing or repairing the windscreen or window (but not the glass sunroof or scratching of the body work resulting from that damage) **The Insurer** will pay up to £1,000.

### Accident recovery

In Great Britain, Northern Ireland, Channel Islands and the Isle of Man **We** can arrange for the protection and removal of **Your Vehicle** to the nearest repairers. In the event of an accident, ring the Towergate Claims Assistance Helpline and **The Insurer** will arrange for the following at no additional cost:

- someone to come out and help. If **Your Vehicle** is not roadworthy it will be taken to the nearest Insurer-approved repairer. **Your Vehicle** can be taken to a repairer of your choice, if this is nearer, but this may lead to delays in arranging the repairs to **Your Vehicle**.

In providing accident recovery assistance **The Insurer** will use reasonable care and skill when providing the service. **The Insurer** can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable.

### Total loss (write off)

If **Your Vehicle** is considered to be a write off (if the cost of repair is greater than the **Agreed Value** or **Market Value** of **Your Vehicle**), **The Insurer** will offer **You** an amount as compensation.

If **The Insurer** asks, **You** must return the **Certificate of Motor Insurance** and **Policy Schedule** before they pay the compensation. The **Vehicle** then becomes **The Insurer's** property.

If the **Vehicle** belongs to someone else, or is part of a hire purchase or leasing agreement, **The Insurer** will normally pay an amount for the total loss of the **Vehicle** to the **Vehicle's** legal owner.

If **You** have expressed a desire to retain the salvage of the **Vehicle**, **The Insurer** will endeavour to comply with this, subject to current legislation surrounding Salvage of Motor Vehicles. The market rate for the salvage will be deducted from the settlement offer.

### Excesses

If **Your Vehicle** (including its **Accessories** and spare parts) is stolen or damaged, **You** will have to pay the policy **Excess** as shown on your **Policy Schedule**.

The first part of any claim **You** have to pay is increased by the amounts indicated below, while **Your Vehicle** is being driven by any person who is:

- aged 24 or under - £200.
- aged 77 or over - £250.

These **Excesses** apply in addition to any other voluntary or other compulsory **Excesses** that may apply.

If **You** are only claiming for loss of or damage to **Your Vehicles** windscreen, or windows (excluding glass sunroof), the **Excesses** under a, and b above will not apply. This **Excess** for glass:

- will be reduced to £10 when the glass is repaired rather than replaced.  
If replacement is not carried out by **The Insurer** approved windscreen company the **Excess** will increase from £60 to £80.
- overrides any other general **Excess** that would otherwise apply to glass claims.

The maximum **The Insurer** will pay for Windscreen / Window replacement is £1,000.

### Exceptions to Section 1 of your policy

#### Exceptions

Your policy does not cover the following:

1. loss of use, wear and tear, betterment, depreciation, mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage from liquid freezing in the cooling system due to a failure to use anti-freeze.
2. loss or damage (including spare parts) arising from **Theft**:
  - **Your Vehicle** has been left unlocked.
  - **Your Vehicle** has been left with the keys / card in it.
  - **Your Vehicle** has been left with the windows or roof panel open, or; reasonable precautions have not been taken to protect **Your Vehicle**.
  - **Your Vehicle** is not kept in a locked building between the hours of 10.00pm to 6.00am. Please refer to your insurance adviser or your **Policy Schedule** to see if this policy condition applies.
3. damage to tyres by braking or by punctures, cuts or bursts.
4. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
5. loss of value following repair.
6. confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
7. **Theft** or damage to **Your Vehicle** by someone who obtained it by fraud or deception.
8. loss resulting from repossessing the **Vehicle** and returning it to its rightful owner.

9. **Theft** or damage to **Your Vehicle** caused by a member of your immediate family, or a person living in your home, taking **Your Vehicle** without your permission.

10. loss or damage due to:

- Earthquake
- Riot or civil commotion other than in Great Britain, the Isle of Man or the Channel Islands.

11. **Theft** or damage for any temporarily fitted after market navigation equipment.

If your policy has been issued on an **Agreed Value** basis, the **Vehicle** must be maintained to the standard declared by **You** on your Declaration.

Where this condition is different than as described **The Insurer** may choose to settle on a **Market Value** basis.

### Section 2

#### Liability to third parties

**The Insurer** will insure **You** in respect of all sums which **You** may be required to pay by law and all other costs and expenses incurred with their written consent, arising from:

(a) death of or bodily injury to third parties.

(b) damage to their property up to a maximum amount of £20,000,000 in respect of any one claim or number of claims arising out of one cause:

- as a result of an accident caused by:
  - **You** whilst **You** are driving, using, or in charge of **Your Vehicle**.
  - any trailer while it is being towed by **Your Vehicle**.

#### Liability of other persons driving or using Your Vehicle

On the same basis the Insurer that insures you under this section, they will also insure the following persons:

- any person **You** give permission to drive **Your Vehicle** provided that your **Certificate of Motor Insurance** allows that person to drive and provided that this person has not been excluded by an **Endorsement**, exception or condition.
- any passenger travelling or getting into or out of **Your Vehicle**.

## Legal costs

**The Insurer** will, at their option, pay:

- the fees of legal representatives instructed to represent anyone insured under this section at a coroner's inquest or fatal accident inquiry or to defend any proceedings in a court of summary jurisdiction.
- fees for legal representatives instructed to defend anyone insured under this section when proceedings are taken for causing death by dangerous or careless driving.

**The Insurer** will only pay these legal costs if they relate to an incident which is covered under this section.

## Exceptions to Section 2 of your policy

The cover under this section will not apply:

1. if any person insured under this section fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
2. to death or injury to any employee of the person insured or any other person which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Act.
3. in respect of **Theft** or damage to property belonging to or in the care of anyone insured who claims under this section.
4. in respect of damage to any **Vehicle** where cover in connection with the use or driving of that **Vehicle** is provided by this section.
5. in respect of any liability if you no longer have possession of **Your Vehicle**.
6. to any loss, damage, injury or death occurring whilst **Your Vehicle** is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area, except where such liability is required to be covered by the Road Traffic Act.

7. to any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **The Insurer** is obliged by the Road Traffic Act to provide insurance:

### (a) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- the use or threat of force and/or violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes

### (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 7 (a) and (b), where **The Insurer** is obliged by the Road Traffic Act to provide insurance the maximum amount **The Insurer** will pay for damage to property as a result of any accident or accidents caused by a **Vehicle** or **Vehicles** driven or used by **You** or any other person, for which cover is provided under this section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or

such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Act.

8. to any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place. Cover is limited to £1,000,000 in respect of any claim arising directly or indirectly from pollution or contamination.

# Additional covers

## Section 3

### Injury to You or to Your Spouse/Civil Partner

If **You** or **Your Spouse/Civil Partner** suffer accidental bodily injury in direct connection with **Your Vehicle** or while getting into, out of, or travelling in any other private vehicle, not belonging to **You** or hired to **You** under a hire purchase agreement, **The Insurer** will pay to the injured person £5,000 if, within three months of the accident, the injury is the sole cause of:

- death.
- irrecoverable loss of sight in one or both eyes.
- loss of any limb.

The most **The Insurer** will pay any one person after any accident is £5,000.

The most **The Insurer** will pay any one person during any one **Period of Insurance** is £10,000.

If **You** or **Your Spouse/Civil Partner** have any other policies in respect of any other vehicle or vehicles, the injured person will only be able to obtain compensation for their injuries under one policy.

### Exceptions to Section 3 of your policy

This personal accident insurance does not cover:

1. injuries caused by riot or civil commotion other than in Great Britain, the Isle of Man or Channel Islands.
2. death or bodily injury arising from suicide or attempted suicide.
3. any incident where the deceased or injured person had not complied with the law relating to the use of seat belts.
4. injuries caused by earthquake.

## Section 4

### Medical expenses

If **You**, or any other occupant of **Your Vehicle** is injured as a direct result of **Your Vehicle** being involved in an accident, **The Insurer** will pay for the medical expenses in connection with such injury up to the sum of £250 in respect of each person injured.

## Section 5

### Emergency treatment

**The Insurer** will reimburse any person using any **Vehicle** which is covered under this policy for payments made under the Road Traffic Act for emergency treatment.

## Section 6

### Rugs, clothing and personal belongings

**The Insurer** will pay **You** (or at your request, the owner) for loss or damage to rugs, clothing or personal belongings caused by **Fire, Theft** or accidental means whilst they are in or on **Your Vehicle**.

The maximum amount payable for any one incident is £150.

Where the loss or damage arises from **Fire, Theft** or malicious damage, your policy **Excess** limit will apply.

Where this **Excess** applies and there are simultaneous claims for loss or damage arising from **Fire, Theft** or malicious damage under other sections of the policy, all such claims will be combined and only one **Excess** applied.

### Exceptions to Section 6 of your policy

**The Insurer** will not pay for:

1. money, stamps, tickets, Jewellery, documents or securities.
2. goods or samples carried in connection with any trade or business.
3. any rugs, clothing and personal belongings if **Your Vehicle** is a motor caravan.
4. mobile phones.
5. loss or damage arising from **Theft** if:
  - **Your Vehicle** has been left unlocked.
  - **Your Vehicle** has been left with the keys in it.
  - **Your Vehicle** has been left with the windows or roof panel open.
  - your personal property has not been placed in a locked boot or glove compartment, or;
  - reasonable precautions have not been taken to protect **Your Vehicle**.

## Section 7

### Continental use/compulsory insurance requirements

The insurance cover provided by this policy operates for up to 90 days in any one **Period of Insurance** (in addition to automatically providing the minimum cover required by law) in the countries listed below.

Andorra, Austria, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus – South (Republic of Cyprus), Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland (Republic), Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Madeira, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovenia, Slovakia, Spain, Sweden, Switzerland and Vatican City.

In addition to this minimum cover, the policy provides the cover shown in the **Policy Schedule** for the countries listed above provided:

- **You Vehicle** is taxed, registered & permanently kept in the UK.
- your main permanent home is in the UK.
- your visits are temporary and do not exceed 30 continuous days.

Cover includes:

- Transit between the countries to which this policy applies provided each transit is scheduled to last no more than 65 hours.
- Payment of customs duty for **Your Vehicle** following temporary importation into any country into which the policy cover applies, provided that payment is a direct result of any loss or damage insured by the policy.

### If you take Your Vehicle abroad

The whole of the EU, Andorra and Iceland, Norway, Switzerland (including Liechtenstein) and Croatia have agreed that a Green Card is not necessary for cross border travel. Your **Certificate of Motor Insurance** should, therefore, provide sufficient evidence that **You** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **You** visit.

Please contact **Us** if **You** want to travel outside the above countries or if your intended trip does not fall within the limitations detailed under this section.

**The Insurer** may be prepared to extend cover to certain other countries or may be prepared to waive certain limitations on request, in which case they will provide **You** with a Green Card (if necessary) and an additional premium will be required.

## Section 8

### Payments made under compulsory insurance regulations and rights of Recovery

If the law of any country in which this policy operates requires **The Insurer** to settle a claim which, if this law had not existed they would not be obliged to pay, they reserve the right to recover such payments from **You** or from the person who incurred the liability.

## Section 9

### No Claim Discount

This policy does not earn or retain any No Claims Discount.

## General exceptions

Your policy does not cover the following:

1. Any accident, injury, **Theft** or damage while any **Vehicle** that is insured under this policy is being:
  - used otherwise than for the purposes described under the 'Limitations as to use' section of your **Certificate of Motor Insurance**.
  - used on any race track or circuit except so far as is necessary to meet the requirements of the Road Traffic Act (unless subsequently granted by **The Insurer**).
  - driven by any person other than those persons named on the **Certificate of Motor Insurance** as persons entitled to drive. **The Insurer** will not withdraw this cover:
    - (a) while **Your Vehicle** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair.
    - (b) while **Your Vehicle** is being parked by an employee of a hotel or restaurant or car parking service.
  - driven by anyone (including **You**) who **You** know is disqualified from driving, or has never held a licence to drive the class of **Vehicle** being driven, or is prevented by law from having a licence (unless they do not need a licence by law).
2. Any liability **You** have accepted in an agreement which **You** would not have had if that agreement did not exist.
3. Loss or destruction of, or damage to, any property or any loss associated or expense, or any legal liability that is directly or indirectly caused by, contributed to by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above:
    - except so far as is necessary to meet the requirements of the Road Traffic Act.
5. Any accident, injury, loss or damage (except under Section 2) arising during or as a result of:
  - (a) an earthquake.
  - (b) a riot or civil commotion that happens outside Great Britain, the Isle of Man or the Channel Islands except where such liability is required to be covered by the Road Traffic Act.
6. Any accident, injury, loss or damage if the **Vehicle** being driven under this policy is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
7. Loss of use, depreciation, mechanical or electrical breakdown, computer failures or breakdowns or breakages.
8. The driving other cars extension is not provided by this policy.

# General conditions

## Claims procedure

1. As soon as **You** discover any **Theft**, damage or injury after any accident, **You** or your legal personal representatives must telephone the Towergate Claims Assistance Helpline giving full details of the incident. Any communication **You** receive about the incident should be sent to **The Insurer** immediately. **You** or your legal personal representatives must also let **The Insurer** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal inquiry.
2. **You**, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without the written consent of **The Insurer**. If **The Insurer** wants to, they can take over and conduct in your name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for their own benefit to recover any payment they have made under this policy. They shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give them all the information and assistance necessary for them to achieve a settlement.

## Cancellation

3. Other than when General Condition 7 applies – Fraud. Following the expiry of your 14 day statutory cooling off period **You** continue to have the right to cancel this policy at any time during its term. If **You** do so, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **The Insurer** has provided such cover. If **You** cancel your policy **The Insurer** will also charge up to £25.00 (plus Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

To cancel, please contact your insurance adviser at the address shown on your **Policy Schedule**.

## Our right to cancel

**We** (or any agent **We** appoint and who acts with our specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to your last known address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium (including non payment of instalments under a monthly Credit facility) subject to the provisions of the Consumer Credit Act where applicable.
- Where **The Insurer** reasonably suspects fraud.
- Where **The Insured** fails to co-operate with **The Insurer** or provide **The Insurer** with information or documentation they reasonably require, and this affects their ability to process a claim or defend their interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **The Insurer** asks. See the "Contract of Insurance and Important Information" sections of this policy booklet.

If **We** cancel the policy under this section **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **The Insurer** has provided such cover, unless the reason for cancellation is fraud and/or **The Insurer** is legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012. Refunds are subject to no claims arising during the current period of insurance. No refund is allowed if **You** have purchased Laid Up cover.

If **We** cancel the policy a charge of up to £25.00 (plus Insurance Premium Tax, where applicable) will be made by **The Insurer** to cover the administrative cost of providing this policy.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a **Policyholder** to provide complete and accurate information requested by an insurer allows **The Insurer** to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where **The Insurers** investigations provide evidence of fraud or a serious non-disclosure **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in Your policy being cancelled from the date **You** originally took it out.

## Return of insurance certificate

Your valid **Certificate of Motor Insurance** must be returned / surrendered immediately following cancellation.

## Other insurance

4. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **The Insurer** will only pay their share of the claim. This condition does not apply to personal accident benefits under Section 3 which will be paid as indicated under that section. This provision will not place any obligation upon **The Insurer** to accept any liability under Section 2 which they would otherwise be entitled to exclude under Exception 1. to Section 2.

## Your duty to prevent loss or damage

5. **You** shall at all times take all reasonable steps to safeguard **Your Vehicle** from **Theft** or damage. **You** shall maintain **Your Vehicle** in efficient condition and **The Insurer** shall have, at all times, free access to examine **Your Vehicle**.

## Your duty to comply with policy conditions

6. **The Insurer's** provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## Fraud

7. If **You** or anyone acting on **Your** behalf:
  - (a) makes any false or fraudulent claim,
  - (b) makes any exaggerated claim,
  - (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
  - (d) makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused,

The Insurer may:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from **You** any sums that have already been paid in respect of the claim.

The insurer may also treat the policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, **We** may by notice to **You** cancel the policy and **You** will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

The Insurer may also take legal action against **You**.

## Mileage

8. **The Insurer** reserves the right to establish the mileage on **Your Vehicle** at any time where your policy has been rated on a selected annual mileage. Where the annual mileage has been exceeded your premium will be increased to that which applies to that mileage where a higher mileage band exists.

## Renewing Your Insurance

9. **Your** insurance adviser will contact **You** before your renewal date and will either:
1. give **You** an opportunity to renew your insurance for a further year and tell **You**:
    - about any changes we are making to the terms and conditions of **Your** policy;
    - to review your circumstances and consider whether this insurance continues to meet **Your** needs;
    - to check that the information **You** have provided **us** with is still correct, and tell us if anything has changed; and
    - the price for the next year.

If you wish to make any changes at renewal, please contact **Your** insurance adviser.

Or

2. let **you** know that we are unable to renew **your** insurance. Reasons why this may happen include but are not limited to the following:
  - when the product is no longer available; or
  - when **we** are no longer prepared to offer **you** insurance for reasons such as:
    - **we** reasonably suspect fraud;
    - **Your** claims history;
    - we have changed our acceptance criteria;
    - **you** are no longer eligible for cover; and/or
    - where **you** have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the "Important Notice - Information and changes **Your** insurer needs to know about" (page 8) section within this document.

A cooling off period (14 days from renewal of the contract or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your insurance. Please read "Your Right to Cancel" which is on page 5 in your policy booklet which explains how this works.

## Information your Insurer needs to know about

10. **You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew your policy.

If the information provided by **You** is not complete and accurate:

- **The Insurer** may cancel your policy and refuse to pay any claim, or
- **The Insurer** may not pay any claim in full, or
- **The Insurer** may revise the premium and/or change the compulsory **Excess**, or
- the extent of the cover may be affected.

## Car sharing and insurance

If **You** receive a contribution as part of a car sharing arrangement involving the use of any **Vehicle** insured under this policy for carrying passengers for social or similar purposes, **The Insurer** will not consider this to be carrying passengers for hire or reward provided:

- the **Vehicle** is not built or adapted to carry more than eight passengers (excluding the driver).
- the passengers are not being carried in the course of a business of carrying passengers.
- the total contributions received for the journey concerned do not involve an element of profit.

## Important

If **Your Vehicle** is used under a car sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy **You** should immediately contact **The Insurer** for confirmation.

# Complaints procedure

## Additional covers – Refund of Premiums

Where **You** have purchased additional cover options with this policy, there is no refund available on these additional covers if they are subsequently removed after the statutory cancellation period.

## Policy Adjustments

A charge of up to £25.00 (plus Insurance Premium Tax, where applicable) will be made for any adjustments **You** make to your policy.

## Our Promise of Service

Our goal is to give excellent service to all our customers but **We** recognise that things do go wrong occasionally. We take all complaints **We** receive seriously and aim to resolve all our customers' problems promptly. If **You** have any cause to complain, please follow the instructions below:

If your complaint is about the service **You** received from your broker **You** should direct the complaint to this broker.

If your complaint is about the service **You** received from **Us** **You** should direct the complaint to:

The Managing Director  
Towergate Underwriting Cherished Car  
Upton Road  
Poole  
Dorset  
BH17 7AG

If your complaint relates to a claim that is/has been handled by **The Insurer**, you should direct the complaint to:

Aviva Claims  
Thomas Street,  
Stretford,  
M32 0HX

## What will happen if you complain

**We** will acknowledge your complaint promptly.

**We** aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **We** will contact **You** with an update within 4 weeks of receipt and give **You** an expected date of response.

## What to do if you are unhappy

If **You** are unhappy with the outcome of your complaint **You** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst **We** and **The Insurer** are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure does not affect your right to take legal action.

## UK and European Breakdown Assistance

This cover is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK. Authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. (Company number FC008998)

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

This insurance is governed by the laws of England and Wales.

### Important information

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow for the policy to work.

### Meaning of words

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

#### 1. **We, Us, Our**

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

In the Data Protection Act section of this policy '**We**' also means (insert client name)

#### 2. **Vehicle Policy**

This policy covers breakdown assistance for the specific **Vehicle(s)** shown on **Your** policy schedule. These are the only **Vehicle(s)** that this cover applies to.

#### 3. **You, Your, Driver**

Respectively, the policyholder(s) named on the schedule or any person driving an insured **Vehicle**, and any passengers in the insured **Vehicle**. (**We** will only assist up to seven people including the **Driver**.)

#### 4. **Vehicle(s)**

- Vehicle means the private car which is:
- no longer than 5.1 metres;
- no heavier than 3,500 kilograms
- not higher than 1.95 metres;
- no wider than 2.1 metres
- shown on your policy schedule

If the **Vehicle You** are in breaks down while **You** are towing a caravan or trailer, **We** will recover the **Vehicle** and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.25 metres wide.

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

#### 5. Your Home

The last address (in the UK) **You** gave Towergate Underwriting Cherished Cars as being where **You** permanently live or where **You** keep **Your Vehicle**.

#### 6. Breakdown

Not being able to use the **Vehicle** because of:

- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre; or
- a flat battery; or
- it having no fuel
- misfuelling

#### 7. Territorial Limits

UK: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

#### 8. Period of cover

The period of time which the insurance applies to and that is shown on **Your** policy schedule.

**The cover provided under each section is subject to the General Exclusions and General Conditions detailed in sections D and E**

#### How to claim

To get UK emergency help phone:

**0344 892 2841**, to get help from abroad phone **0044 (0) 1737 826036**

PLEASE NOTE THAT **YOU** MAY INCUR A CHARGE IF **YOU** USE A MOBILE PHONE TO CALL

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word "breakdown" to 44(0) 7624 808 266

- **You** should have the following information available:
- The **Vehicle's** registration number.
- **Your** name, home postcode and contact details.
- **Your** policy number.
- The make, model and colour of the **Vehicle**.
- The location of the **Vehicle**.
- An idea of what the problem is.
- SOS Box number (where applicable).

#### Help on motorways

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the above number.

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

#### Section A – Roadside Assistance

The cover in this section will only apply if premium has been paid.

#### What is covered

- If the **Vehicle** breaks down more than 1 mile from **Your** home, **We** will arrange and pay for a breakdown **Vehicle** to come to the **vehicle** (for up to one hour) to try to get it working again.
- If the **Vehicle** cannot be made safe to drive at the place **You** have broken down, **We** will arrange and pay for the **Vehicle**, the **Driver** and up to six passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs.

#### What is not covered

- A **Breakdown** at or within 1 mile from **Your Home**.
- Anything mentioned in the general exclusions. (Please see Section C.)

## Section B – Nationwide recovery in the UK

The cover in this section applies in addition to the cover shown in Section A. It will only apply if it is shown on **Your** current policy schedule.

### What is covered

If the **Vehicle** cannot be made safe to drive at the place **You** have broken down, and cannot be repaired the same day at a suitable local garage, we will arrange and pay for one of the following options, whichever is most suitable for you, taking your circumstances into account.

**Option 1: nationwide recovery:** **We** will take the **Driver** and up to six passengers, together with the **Vehicle**, at **your** request, to either where **You** were originally travelling to or **Your** home address. **We** will then arrange for the **Vehicle** to be taken to a suitable repairer for it to be repaired at **Your** cost, provided this can be done in one journey.

**Option 2: overnight accommodation:** **We** will pay the costs for bed and breakfast for one night only. **We** will pay up to £40 for each person (up to a maximum of £160).

**Option 3: 24-hour UK hire vehicle:** **We** will pay for a hire **Vehicle** (with an engine of up to 1600cc, for up to 24 hours.) **You** will be responsible for returning the hire **Vehicle** and collecting **Your** repaired **Vehicle**. **You** must meet the conditions of the hire-car company to be able to hire a car.

### Emergency Driver:

In addition to the benefits above, if the **Driver** cannot drive because of an injury or illness acquired during a journey, and there is no one else able or qualified to drive the **Vehicle**, **We** will provide, and pay for, a driver to finish the journey or return the **Vehicle** and passengers to the place **You** were originally travelling from. **You** will need to provide a medical certificate for the **Driver** before **We** provide this benefit.

### What is not covered

- A breakdown at or within 1 mile from **Your Home**
- Anything mentioned in the general exclusions. (Please see section D.)

## Section C – European Breakdown

The cover in this section applies in addition to the cover shown in Sections A and B. It will only apply if it is shown on **Your** current policy schedule.

## C1 - Before travel abroad starts

The benefits shown under section C4 below also apply in the UK, as long as **You** break down during **Your Journey**.

## C2 - Help at the roadside and towing in Europe

- If **Your Vehicle** breaks down, **We** will arrange and pay for a breakdown **Vehicle** to come to where the **Vehicle** is for up to one hour to try to get the **Vehicle** working again.
- If **Your Vehicle** cannot be made safe to drive at the place **You** have broken down, **We** will arrange and pay for **Your Vehicle**, the **Driver** and up to six passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs.
- After the theft or attempted theft of the **Vehicle** or its contents, **We** will pay the costs of repairing the damage or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make **Your Vehicle** secure.

### What is not covered

- **We** will not pay any amounts for making the **Vehicle** secure once **You** have returned to the UK
- Anything mentioned in the general exclusions. (Please see section D.)

## C3 - Delivering replacement parts

### What is covered

- If replacement parts are not available locally to repair the **Vehicle** after a breakdown, **We** will arrange and pay to have the parts delivered to **You** or an agreed place as quickly as reasonably possible.

### What is not covered

- The actual cost of replacement parts and any customs duty. **You** must pay us this using a credit card or debit card or any other payment method **We** agree is suitable.
- Any amount for getting parts, if the replacement parts can be bought locally.
- Anything mentioned in the general exclusions. (Please see section D.)

#### C4 - Not being able to use your vehicle

##### What is covered

If during **Your** journey **Your Vehicle** breaks down and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, we will arrange and pay for one of the following options, whichever is most suitable for you, taking your circumstances into account.

- To move **You**, **Your** passengers and luggage to where **You** were originally travelling to, and then, once **Your Vehicle** has been repaired, take **You** back to **Your Vehicle** or bring **Your Vehicle** to **You**; or
- The cost of hiring another car while **your vehicle** is being repaired. **We** will pay up to £70 a day and £750 in total, as long as **you** are able to meet the conditions of the hire-car company; or
- **We** will pay for bed and breakfast costs of up to £40 for each person each day (£500 in total for everyone in **Your** group) while **Your Vehicle** is being repaired, as long as **You** have already paid for **Your** original accommodation and **You** can't get **Your** money back.

##### What is not covered

- The cost of fuel or lubricants **You** use in the hire **Vehicle**.
- Replacement parts
- Any insurance **You** have to pay to the hire-car company.
- Anything mentioned in the general exclusions. (Please see section D.)

#### C5 - If you become ill or injured and can't drive

##### What is covered

- If, during the **Journey**, the **Driver** cannot drive because of an injury or illness, and there is no one else able or qualified to drive the **Vehicle**, **We** will provide, and pay for, a driver to finish the **Journey** or return the **Vehicle** and passengers to the place **You** were originally travelling from. **You** will need to provide a medical certificate for the **Driver** before **We** provide this benefit.

##### What is not covered

- Anything mentioned in the general exclusions. (Please see section D.)

#### C6 - If you can't use your own Vehicle to get home

##### What is covered

If after a **Breakdown Your Vehicle** is still not repaired or safe to drive when it is time for **You** to go **Home**, **We** will pay for suitable transport to get **You**, **Your** passengers and **Your** luggage to **Your Home**, and up to £150 towards other travel costs in the UK while **You** wait for **Your** own **Vehicle**. We will also pay storage charges (up to £100) while **Your Vehicle** is waiting to be repaired, collected or taken to the UK.

**We** will then will arrange and pay for one of the following options, whichever is most suitable for you, taking your circumstances into account

- take **Your Vehicle** to **Your Home** or **Your** chosen repairer in the UK or
- pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **You** to go to get **Your Vehicle** once it has been repaired.

##### What is not covered

- Any costs **You** would have paid anyway for travelling **Home**.
- The costs of returning **Your Vehicle** to the UK if **We** believe that the cost of doing so would be greater than the market value of **Your Vehicle** in the UK, after the breakdown.
- The costs of returning **Your Vehicle** to the UK if repairs can be done locally and **You** are not willing to allow this to happen.
- Anything mentioned in the general exclusions. (Please see section D.)

#### Section D – General exclusions that apply to all parts of this policy

1. Any **Breakdown** that happens during the first 24 hours after **You** take out cover for the first time, except for benefits shown under section A, which are available immediately.
2. The cost of fuel or any spare parts needed to get the **Vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
3. The cost of paint-work and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. The cost and guaranteeing the quality of repairs when the **Vehicle** is repaired in any garage the **Vehicle** is taken to.
6. Any costs for **Vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
7. Any call-out or recovery costs in the UK after a **Breakdown** where the police or other emergency services insist on the **Vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **Vehicle**.
8. Any toll or ferry fees incurred by the **Driver** or the driver of the **Recovery Vehicle**.
9. Help or recovery if the **Vehicle** is partly or completely buried in snow, mud, sand or water.
10. Damage or costs that arise from us trying to get into the **Vehicle** after **You** have asked for help.
11. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to. (for example, a loss of earnings, the cost of food and drink and costs **We** have not agreed beforehand.)
12. Loss or damage to personal possessions **You** leave in **Your Vehicle**.
13. Moving animals. **We** will decide whether or not to move any animal from the **Vehicle**, and if **We** agree to do this it will be completely at **Your** own risk and cost.

14. Any costs for **Vehicles** that have broken down or were not safe to drive when cover was taken out.
15. The costs of getting a spare wheel or tyre for a roadside repair if the **Vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **Driver** is not able to provide a key to do this. This does not apply if the **Vehicle** is not designed to carry a spare wheel.
16. Any costs if the **Vehicle** has been altered for, or is taking part in, racing, trials or rallying.
17. Any cost that **You** can get back under any other insurance policy or under the service provided by any motoring organisation.
18. Recovering the **Vehicle** when it is carrying more than a **Driver** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **Vehicle** than it was designed to carry or **You** are driving on unsuitable ground.
19. Recovery or help if the **Vehicle** is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 1.95 metres or wider than 2.1 metres.
20. Recovery or help if **You** are hiring the **Vehicle** out to carry people in return for money, unless **We** have agreed this with **You**.
21. Recovery or help if the vehicle is being used to carry commercial goods.  
Any claim that comes from:
  - any person driving the **Vehicle**, if **You** know they do not have a valid licence to drive in the UK; or
  - any person driving the **Vehicle**, if they are not authorised by **You** to drive the **Vehicle** or are not keeping to the conditions of their driving licence.
22. Any claim that comes from a poor-quality repair or a repair that has been attempted without our permission during the same trip.
23. Any loss or damage caused to the **Vehicle** or any loss or cost arising from or contributed to by:
24. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
25. Loss or damage caused by war, revolution or any similar event.  
Delays or failure in delivering service to you due to any extraordinary event or circumstance which are outside our reasonable control, such as severe weather conditions.  
Mobile phone, phone call and postage costs are not covered under **Your** policy in any circumstances.  
In the event of misfuelling you will be entitled to recovery only as specified in Section A.

## Section E – General conditions applying to all parts of this policy

1. The **Vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display.  
The **Vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. If **We** arrange for temporary roadside repairs to be carried out after damage to the **Vehicle**, or **We** take the **Vehicle** to **Your** chosen place, **We** will not be legally responsible for any more help in the same incident.
2. **We** will not pay **You** any benefit unless **You** contact us using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
3. **You** are responsible for keeping **The Vehicle** and its contents safe, unless **You** are not able to or **You** have an arrangement with **Us** or **Our** agent. **You** must be with the **Vehicle** at the time **We** say **We** expect to be there.
4. **You** must quote **Your** policy number when **You** call for help and have the relevant documents needed by the repairer, recovery specialist or **Our** chosen agent.
5. **You** will have to pay the cost of moving the **Vehicle** or a repair **Vehicle** coming out to **You** if, after asking for help which **You** are entitled to, the **Vehicle** is moved or repaired in any other way.
6. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **Your** instructions or the instructions of any person acting on **Your** behalf.
7. If **We** pay a claim under any cover provided by this insurance, **We** will be entitled to ask for all reasonable help from **You** to take action in **Your** name to get back **Our** costs from another organisation.
8. The **Vehicle** must carry a serviceable spare tyre and wheel for the **Vehicle** and any caravan or trailer attached to the **Vehicle**. This condition does not apply if the **Vehicle** is not designed to carry a spare wheel.
9. **We** have the right to choose a suitable garage that is able to carry out a repair, which **You** must pay for, as long as the garage can carry out the repairs within the specified time limits.
10. Where **You** agree to a temporary roadside repair, **You** will be responsible for any costs and/or any damage to the **Vehicle** **You** incur if **You** continue to drive the **Vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise the **Vehicle** so it may be driven to a suitable facility to enable a permanent repair to be carried out.
11. If the **Vehicle** needs to be taken to a garage after a **Breakdown**, the **Vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **You** will have to pay any specialist recovery fees.
12. **You** will have to pay for any parts or other products used to repair the **Vehicle**.

13. **We** will not arrange for help if **We** think that it would be dangerous or illegal to repair or move the **Vehicle**.
14. During any 12-month period **We** will not be responsible for more than two claims which arise from a common fault on the same **Vehicle**. **We** will not be responsible for more than five claims in total for a **Vehicle Policy**. If **You** need our help more than the number of claims allowed on **Your** policy in a 12 month period of cover or more than twice for the same fault on the same **Vehicle**, **You** will have to pay for the services **We** provide. **We** will ask for a credit-card number or debit-card number before **We** help **You**.
15. If **You** are covered for **Breakdown** by any other insurance policy or warranty, **You** must tell **Us**.
16. If **You** are not willing to accept **Our** decision or **Our** agents' decision on the most suitable type of help, **We** will not pay more than £100 for any one breakdown and **You** will be responsible for any additional costs incurred in the recovery and/or repair of **Your Vehicle**.
17. **We** cannot guarantee that hire cars will always be available and **We** are not responsible if they are not available. **We** will do our best to arrange a **Vehicle** of the same size as **Yours**, but **We** cannot guarantee that there will be towbars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire-car company to hire a vehicle.
18. This insurance contract is between **You** and **Us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.

### Our promise

**We** want to give **You** the best possible service. If **You** are not happy with **Our** service, the procedure below explains what **You** should do:

### Complaints procedure

**You** can write to the Quality Manager at:  
 Quality Manager, Inter Partner Assistance SA,  
 The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK.  
 Or, **You** can phone 01737 815 215

If it is impossible to reach an agreement, **You** may have the right to make an appeal to the Financial Ombudsman Service by writing to:  
 Financial Ombudsman Service  
 Exchange Tower, London E14 9SR  
 Or, **You** can phone 0800 023 4567

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk).

### Data Protection Act

**We** will keep details of **You**, **Your Breakdown** cover and claims to help **Us** deal with **Your** claims, prevent and detect fraud, money laundering or similar activity. **We** will use this information in line with the Data Protection Act 1998.

Upon payment of a statutory fee **You** can request a copy of the information that **We** hold about **You**. To request this, please write to:

Data Protection Officer  
 Inter Partner Assistance SA,  
 The Quadrangle, 106-118 Station Road,  
 Redhill, Surrey, UK  
 RH1 1PR,

Please let us know if **You** think any information **We** hold about **You** is inaccurate, so that **We** can correct it. The information **We** hold about **You** is confidential. **We** will only ever disclose it to another party with **Your** consent, for the purposes of contacting **You** about other products or services, if the law requires **Us** to disclose it and/or to **Our** agents providing services to **You**.

**We** monitor and record phone calls to help maintain **Our** quality standards and for security purposes.

# Policy Endorsements

Please check your **Policy Schedule** to see which of these **Endorsements** apply to your policy.

## Endorsement AV1 – Agreed Value

In the event of any **Theft** or damage to the **Vehicle** (including any **Accessories** and spare parts on the **Vehicle**), subject to the policy **Excess** being deducted **The Insurer** will pay the amount stated in the **Policy Schedule** as representing the value of **Your Vehicle** if the **Theft** or damage is insured under this policy.

## Endorsement AW1 – Annual Wedding Use

The policy is extended to include use for Hire and Reward in connection with any wedding for which the **Policyholder** may be paid. This use is intended to provide an income to support the upkeep of the **Vehicle** and is not available to chauffeurs, private hire operators or any occupation in connection with the motor trade, or where the provision of vehicles is the Policyholders main source of income.

## Endorsement BD1 – UK & European Breakdown Assistance

The breakdown assistance section of this policy is inoperative.

## Endorsement C23 – Immobilisation Warranty

**The Insurer** will not provide cover under your policy in respect of **Theft** of **Your Vehicle** unless:

- a) It is fitted with an approved immobilisation device which has been notified to **Us** and a copy of the Installation Certificate has been sent to **Us**.
- b) The device was activated and working effectively at the time of the **Theft**.
- c) All keys to activate / deactivate the immobilisation device fitted to **Your Vehicle** are submitted intact to **Us**.

## Endorsement C24 – Garaging Warranty

Cover provided by your policy will not apply in respect of **Theft** / or damage to **Your Vehicle** caused directly by **Theft**, or malicious damage between the hours of 10.00pm and 6.00am unless **Your Vehicle** is kept in a locked and secured building and **Your Vehicle** is:

- a) At your private dwelling place  
or
  - b) At any other address specifically agreed by **Us**.
- This only applies if **Your Vehicle** is within 1/2 mile radius of a) or b)

## Endorsement C25 – Tracker Warranty

**The Insurer** will not provide cover under your policy in respect of **Theft** of **Your Vehicle** unless:

- a) It is fitted with an approved tracking device  
or
- b) The device was activated & working correctly at the time of the **Theft**

## Endorsement CH0 – Accidental damage fire and theft only

The Insurance provided by this policy in connection with the Insured **Vehicle** is suspended other than Section 1 (**Theft** or damage to **Your Vehicle**).

## Endorsement CH1 – 1500 miles maximum

The Insurance cover provided by this policy in connection with the Insured **Vehicle** is restricted to 1500 miles per **Period of Insurance**. If it is established following a claim that the Insured **Vehicle** has exceeded 1500 miles during the **Period of Insurance** there will be no cover provided under Section 1 (**Theft** or damage to **Your Vehicle**).

## Endorsement CH2 – 3000 miles maximum

The Insurance cover provided by this policy in connection with the Insured **Vehicle** is restricted to 3000 miles per **Period of Insurance**. If it is established following a claim that the Insured **Vehicle** has exceeded 3000 miles during the **Period of Insurance** there will be no cover provided under Section 1 (**Theft** or damage to **Your Vehicle**).

## Endorsement CH3 – 5000 miles maximum

The Insurance cover provided by this policy in connection with the Insured **Vehicle** is restricted to 5000 miles per **Period of Insurance**. If it is established following a claim that the Insured **Vehicle** has exceeded 5000 miles during the **Period of Insurance** there will be no cover provided under Section 1 (**Theft** or damage to **Your Vehicle**).

## Endorsement CH4 – 7500 miles maximum

The Insurance cover provided by this policy in connection with the Insured **Vehicle** is restricted to 7500 miles per **Period of Insurance**. If it is established following a claim that the Insured **Vehicle** has exceeded 7500 miles during the **Period of Insurance** there will be no cover provided under the policy.

## Endorsement CH5 – trailer cover – third party only

The cover provided by Section 2 of the policy shall apply in respect of any trailer for which details have been supplied to **The Company** when this is attached to the Insured **Vehicle** or is temporarily detached therefrom whilst away from the Insured's premises provided always that **The Company** shall be under no Liability unless the Insured **Vehicle** to which the trailer was attached remains in the vicinity of such detached trailer.

## Endorsement CNP1 – Cherished Number Plate Cover

The policy is extended to insure the loss of the registration number of your **Vehicle** if it is withdrawn by DVLA following **Theft** or damage beyond economic repair to your **Vehicle** and the **Theft** or damage is covered by this policy. **The Insurer** will pay **You** the value of your registration number plate subject to confirmation by a member



of the Cherished Numbers Dealers Association.

**Endorsement MV1 – Market Value**

Cover will remain on a **Market Value** basis, subject to the value requested on the proposal form being the companies maximum liability, until all required documentation has been received and an **Agreed Value** certificate has been issued.

**Endorsement MV2 – Military Vehicle Re-Enactment**

Liability cover is extended to include use of the **Vehicle** for the purposes of historical re-enactment, when operated by a named driver covered under the policy.

This **Endorsement** will not apply if the re-enactment is in connection with any television or film production.

**Endorsement RI1 – Reinstatement Cover 25% Increase**

It is hereby noted that the **Agreed Value** of the insured **Vehicle** is as detailed on the **Agreed Value** certificate and **Policy Schedule**. It is further noted and agreed that this sum is increased by 25% in respect of repairs to the insured **Vehicle**. This does not apply in any other circumstance.

**Endorsement RI2 – Reinstatement Cover 50% Increase**

It is hereby noted that the **Agreed Value** of the insured **Vehicle** is as detailed on the **Agreed Value** certificate and **Policy Schedule**. It is further noted and agreed that this sum is increased by 50% in respect of repairs to the insured **Vehicle**. This does not apply in any other circumstance.

**Towergate Underwriting**

Towergate Underwriting Cheshed Cars is a trading name of Towergate Underwriting Group Ltd  
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