

TERMS AND CONDITIONS

Europ Assistance Holdings Limited will provide the services and benefits described in this Policy:

- during the Period of Cover,
- within the Territory,
- following payment of the premium,
- on the basis of the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which We recommend You read carefully, to ensure this policy meets Your individual requirements.

This policy is underwritten by Europ Assistance Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex UK RH16 1DN.

This insurance is effected in England and is subject to the Laws of England and Wales.

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call. Europ Assistance Insurance Limited and Europ Assistance Holdings Limited is authorised and regulated by the Financial Services Authority.

MEANING OF WORDS

Terms and Conditions

Below are certain words that have a specific meaning in this Policy and wherever these words appear they have the following meaning:

"Breakdown"

means unforeseen mechanical or electrical failure during the Period of Cover in the UK or the Territory which has either immobilized Your Vehicle or made it unsafe to drive.

"Conditions of Claim"

means those conditions set out in this Policy.

"Hire or Reward"

means any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

"Home"

means the address where You live in the United Kingdom.

"The Party/Your Party"

means the persons including You, travelling with You in the Vehicle.

"Period of Cover"

means the period covered by this Policy being 12 months from the date of inception of this Policy.

"Policy"

means Your ALPS Road Rescue European Policy as set out in this document.

"Resident of the United Kingdom"

means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.

"Territory"

European Area comprising the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands (not covered as a destination for 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 Uskudar.

"United Kingdom/UK"

means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

"Vehicle"

means the vehicle specified by You as being eligible to receive services under this Policy.

"We/Our/Us/Europ Assistance"

means Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN

"You/Your"

means the person named on the related motor insurance policy when driving the vehicle or any other person driving the Vehicle with the owners consent.

DETAILS OF SERVICES

European Cover

The service covers UK registered Vehicles and is available throughout the Territory.

Service while abroad

1. How To Obtain Assistance In Europe

To obtain help in the event of a Breakdown, or if the only qualified driver is medically unfit to drive, please follow these simple steps:

- Telephone Europ Assistance on the following helpline number **+44 1444 442 418**
- Advise the operator that You are an Auto Legal Protection (ALPS Road Rescue) policyholder with the European Cover.
- Quote Your Vehicle registration number
- Advise the operator of the location of Your Vehicle and the nature of the fault – if You are on a **MOTORWAY** see also note 2 below

2. Breakdowns on Motorways

On continental motorways (including service areas) You MUST use the roadside emergency telephones. You cannot call Europ Assistance control centres from these. You will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company's own depot if they cannot fix Your Vehicle - contact Europ Assistance using the number above as soon as You can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot - an authorised tariff is normally applicable. These items are covered and You should obtain a receipt to claim a refund on Your return home.

Mobile and car phones

Europ Assistance will not re-imburse the cost of any telephone calls you make in connection with any Breakdown under this Policy (including mobile phone calls).

It may not be possible for an Europ Assistance control centre to call a mobile or car phone but when it is, You may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with Your service provider that Your phone meets the requirements and standards for the countries in which You are travelling.

Policy Description

Service in the UK

Product	Limitation
- Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs or home
- Journey continuation	Replacement vehicle to a maximum of £750

Service while abroad

Product	Limitation
- Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs
- Spare parts dispatch	
- Additional accommodation expenses (i.e. accommodation expenses which would not have been incurred but for the Breakdown of Your Vehicle)	- £30 per person per day
- Journey continuation or return home	- Maximum of 14 days car hire or second class rail fare
- Replacement driver	
- Vehicle break-in, emergency repair	
- Accidental damage to or loss of tent	- £30 per person per day
- Urgent message relay service	
- Vehicle repatriation to United Kingdom	- Limited to the value of the vehicle being UK Glass's guide.
- Customs claims indemnity	

Service after return home

Product	Limitation
- Collection of vehicle left abroad for repair	- £600

There is an overall policy limit of £2500 applied to this Policy.

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the Period of Cover.

In the event of a Breakdown We will pay for the following subject to the limitations for each section as described in the policy description:

European Roadside assistance

Service in the UK

If You are stranded on a public highway through Breakdown of Your Vehicle on the outward journey from Home to Your point of departure or on the inward journey from Your point of entry to Home We will provide Roadside and Recovery in accordance with Your UK entitlement.

In addition We will pay a contribution of up to £750, towards the cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary, to complete the planned journey if Europ Assistance confirms Your Vehicle cannot be repaired within 24 hours.

Service whilst abroad

We will pay for:

1. Attendance of local breakdown or garage services to repair the Vehicle at the roadside if possible; or
2. tow it from the place of Breakdown or accident to the nearest local repairer where You may arrange repairs; and
3. Either:
 - a. a contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the Vehicle to continue the journey on the date of Breakdown; or
 - b. Inspection fees, in the event of a Breakdown, to confirm that the Vehicle cannot be repaired by Your return travel date and Your request for assistance will include authorisation for Us to arrange this; and
4. Storage charges for the Vehicle while awaiting repair or repatriation; and
5. The cost of wheel changes but not for replacement tyres

We will not pay for:

1. Any labour costs other than those incurred at the roadside. We will not pay labour costs at any garage to which the Vehicle is taken other than under paragraph 3 above; or
2. Repair costs, including labour, if the Vehicle was in a road traffic accident, damaged by fire or stolen or is uneconomical; or
3. The cost of parts used for roadside or garage repairs; or
4. The cost of any repairs not directly necessary to enable the Vehicle to continue the journey on the date of the Breakdown; or
5. The cost of any other supplies, including but not limited to specialist equipment.

If We cannot repair the Vehicle within 12 hours of being notified of a Breakdown, then We will pay for either:

(a) Additional accommodation expenses

A contribution of up to the amount stated in the part entitled "Policy Description" per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for Your Vehicle to be repaired, providing the appropriate Europ Assistance control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the United Kingdom.

We will not pay for the costs of meals or any other costs.

or

(b) Journey continuation or return home

If Europ Assistance can confirm repairs to Your Vehicle will take more than 12 hours, or if Your Vehicle is to be repatriated to the United Kingdom, a contribution to travel expenses to allow You to either:

- (i) continue the planned journey during the period Your Vehicle is not roadworthy; or
- (ii) return Home by direct route.

Expenses can comprise self-drive car hire up to the limit in the Policy Description including collision damage waiver (see "Important self-drive hire car information") and replacement Green Card as necessary, or second/standard class rail, or a combination of both.

Europ Assistance will in its sole discretion decide which course of action to adopt, but Europ Assistance will take into consideration Your preference.

You must collect the Vehicle when repaired as once the Vehicle is repaired Europ Assistance will not pay any expenses other than the costs of collection.

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if and when Your Vehicle is recovered in a roadworthy condition.

We will not pay for:

1. Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car.
2. The cost of any car hire beyond the period agreed with the appropriate Europ Assistance.
3. Any car hire expenses after Your Vehicle is repaired except for the direct Journey to return and collect it.
4. First class rail fares.
5. Any costs under this benefit if they are for a service You used at the same time as the above section "Additional accommodation expenses".
6. International drop charges where a vehicle hired from abroad is dropped within the UK.
7. The costs of hiring a motorcycle.
8. Any hire costs not arranged through Europ Assistance or agreed by Europ Assistance.

If Europ Assistance can confirm that repairs cannot be completed by Your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical We will pay for either:

(a) Vehicle repatriation to the United Kingdom

We will pay for the cost of taking the Vehicle by road transporter from abroad to Your Home or chosen UK repairer for repair in the UK.

When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

If the Vehicle has been fitted with a roof box or bicycle rack, You must remove and place it inside the Vehicle. The roof box keys need to be left with Your Vehicle keys.

We will not pay for:

1. Claims for any repatriation not authorised by the appropriate Europ Assistance..
2. The cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of Your Vehicle according to Glass's guide.

3. The cost of repatriation if Your Vehicle is roadworthy.

4. Any claim if Your Vehicle is being repatriated and Customs in any country find its contents are breaking the law.

5. Any further costs in connection with the Vehicle once declared a write-off by us.

or we will pay for:

(b) Collection of vehicle left abroad for repair

We will pay for the following costs for one person to collect Your Vehicle, repaired abroad after a Breakdown:

1. Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
2. Additional homeward cross channel ferry or rail fare for the repaired Vehicle (calculated by taking the actual fare less the value of any unused homeward portion of Your original cross channel ticket).
3. Up to £30 per night for single room hotel accommodation necessary to complete the round trip – limited to room only.

We will not pay for:

1. First class rail fares.
2. The cost of any meals.
3. The costs of more than one person.

Note: The appropriate Europ Assistance control centre will make the sole decision whether Your Vehicle should be repaired abroad for You (or someone nominated by You) to return and collect.

Authority for repatriation or repair

If Your Vehicle is not able to be driven due to a road traffic accident, fire, break-in or theft, any damage which You are entitled to have repaired by Your motor insurers must be reported to them immediately. Your insurers must decide whether to declare the Vehicle is a write-off, authorise repair abroad or have the Vehicle repatriated. We cannot repatriate the Vehicle unless Your insurers first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If Your insurers cannot or do not give permission to repatriate then it is Our decision alone whether to declare the Vehicle a write-off, or repatriate or repair locally a Vehicle which cannot be driven as a result of a Breakdown, or as a result of a road traffic accident, fire or theft, for which You do not have fully comprehensive cover.

ADDITIONAL SERVICES

We will pay for the costs of providing the following if applicable:

Spare parts dispatch

If as a result of a Breakdown Your Vehicle needs parts but these are unavailable locally We will pay for:

1. Freight, handling and ancillary charges for dispatch of spare parts not obtainable locally.
2. The fare for one person to collect parts from the appropriate railway station or airport.

We will not pay for:

The cost of parts themselves, which must be paid on receipt. When telephoning the Europ Assistance control centre You will be asked for Your credit card details. Alternatively You will be asked to pay for the part(s) direct to the repairer.

Accidental damage to or loss of tent

We will pay:

A contribution to accommodation expenses if during the Period of Cover You are camping and Your tent is damaged accidentally making it unusable, or it is stolen. Alternatively, We may at Our option authorise the cost of a replacement tent. If Your tent is stolen You must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

1. The cost of meals or any other costs.
2. Damage caused by weather conditions.
3. The cost of a replacement tent not authorised by Us.
4. Any costs if Your tent was stolen and You do not report the theft to the police within 24 hours and obtain a written report.

Urgent message relay service

We will pay for:

The cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Vehicle cannot be driven because of Breakdown or it is stolen.

We will not pay for:

1. The cost of non urgent messages or messages to persons not described in the previous paragraph.
2. The cost of relaying any urgent message not arranged through the appropriate Europ Assistance control centre.

Replacement driver

We will pay for:

The cost of providing a replacement driver to drive Your Vehicle and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to drive and You are the only qualified driver.

We will not pay:

1. Replacement driver cost if there is another qualified driver in The Party who is fit to drive.
2. For any costs associated with more than one claim per journey abroad

Customs claims indemnity

We will pay for:

1. Continental or Irish Customs claims for duty if:

- a) the Vehicle is beyond economic repair as a result of fire or theft abroad during the Journey and it has to be disposed of abroad under Customs supervision; or
- b) it is stolen abroad during the journey and not recovered. Europ Assistance will deal with necessary Customs formalities.

We will not pay:

1. Any import duties not relating to the Vehicle.

Policy Requirements and Limitations

Credit card details

We will require Your credit card details if We arrange a service for You which is not covered by Your Policy or if it exceeds the Policy limits set out in the part entitled "Policy Description" and hire cars. If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

Motorcycles

The policy covers motorcycles on the same basis as other eligible vehicles. However, it is not possible for Us to hire a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for you to transport Your motorcycle.

Caravans and trailers

We do our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of breakdown or accident damage which cannot be repaired. It is also virtually impossible to hire vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing vehicle which cannot be repaired abroad by the return date.

Caravans, trailers or other objects being towed are covered provided they are roadworthy and are not over 3,500kg (3.5 tonnes) and are carrying a spare wheel. Caravans and trailers must not be more than overall dimensions as follows: length including tow bar 8m; height 3m; width 2.3m.

You must make sure the Vehicle (including any caravan/trailer You wish to cover) meets all the laws of the countries You visit. This includes particularly weight limits for towing. If You do not comply with these laws We can declare the Policy invalid and refuse to provide service.

Unforeseeable losses or events

We will not be responsible for any unforeseeable losses nor for any indirect losses, consequential losses, losses of profit, loss of revenue or anticipated savings, loss of contracts, losses that were not caused directly by Us, or for any business losses. This does not reduce Your statutory rights to claim compensation in relation to the services We provide.. This does not apply to any claim You have for death or personal injury.

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service under Your Policy.

Taxi Bookings

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to us and We will reimburse You.

Service providers

The garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by Europ Assistance on Your behalf and/or paid for under the Policy by Europ Assistance on Your behalf are not approved by Europ Assistance. They are not agents of Europ Assistance and Europ Assistance cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorising repairs and making sure any repairs to Your Vehicle are carried out to Your satisfaction.

B. Service Abroad only

Motor insurance

Europ Assistance is not motor vehicle insurance. We strongly recommend You tell Your motor insurers before taking Your Vehicle abroad. If You do not, Your insurance policy will only cover You for damage You might cause to other people or their property (third party cover). This means that You will not be covered for any loss or damage to Your Vehicle. Your insurers will also need to know if You are towing a caravan or trailer.

Availability of service in eastern Europe

Every effort is made by Europ Assistance to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. You should also be aware that unleaded fuel may not be widely available.

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which Europ Assistance cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office – www.fco.gov.uk; or by telephoning The FCO Travel Advice Unit on: 0870 606 0290.

Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, Your Vehicle, if there is one available. If You were travelling in an MPV or similar vehicle We may arrange two hire cars. We will only arrange this if there are two qualified drivers in Your Party. Otherwise, We will arrange alternative means of transport.

Self-drive car hire arranged under Your Policy will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements etc. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable. If You leave a hire car at a different location to the one arranged by the Europ Assistance. You must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period You could be liable for the equivalent of the first £150 – £550 (approximately) and have Your credit card charged. In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete Your journey. A car hired abroad must not be brought into the United Kingdom. A second car hire will be arranged for the United Kingdom part of Your journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with Your pre-booked ferry, etc. You may have to collect a hired vehicle from the nearest available place of supply.

Special requirements for vehicles with over 9 seats

The supply of minibuses as a replacement vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact your local Department of Transport Area Office for details.

Repayment of credit

You must pay back to Us on demand:

- a) any costs We have paid for which You are not covered under Your Policy;
- b) the cost of any spare parts supplied.

Spares dispatch

After You have asked the appropriate RAC control centre to dispatch parts You are responsible for paying for them in full, even if You later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

Policy Exclusions

In addition to any limits and exclusions noted elsewhere in Your Policy, Your Policy does not cover;

1. Vehicles used for Hire or Reward.
2. Costs for anything which was not caused by the incident You are claiming for.
3. Vehicles which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which Breakdown as a result of a motor sport event which takes place on a permanent or temporarily constructed race track (e.g. Shetterton, Oulton Park) or rally circuit. For example, vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but vehicles participating in any off road rally will not be covered.
4. The cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description". Please note these costs in Europe are likely to be higher than in the UK.
5. Loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc).
6. Any incident affecting a vehicle hired under the terms of Your Policy.
7. Routine servicing of Your Vehicle, replacing tyres, missing or broken keys*, or replacing windows. We may be able to arrange for the provision of these Services but You must pay any costs incurred.

* Keys which are locked inside a Vehicle are covered and We can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at Your risk.

8. Any claim caused directly or indirectly by:
 - a) Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority;
 - b) war, invasion, civil unrest, revolution, terrorism or any similar event.
9. Any claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer.
10. Any claim as a result of Vehicle Breakdown due to:
 - a) running out of oil or water;
 - b) frost damage;
 - c) rust or corrosion;
 - d) tyres which are not roadworthy.
 - e) using the incorrect fuel.
11. Any claim caused directly or indirectly by the effect of intoxicating liquors or drugs.

12. Any claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence.
13. Any claim which You have made successfully under any other policy of insurance held by You. If the value of Your claim is more than the amount You can get from Your other insurance We may pay the difference subject to Policy limits and exclusions.
14. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake.
15. Any period outside Your Period of Cover.
16. Any vehicle other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility vehicle conforming to the following specification:
 - have a maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
 - have maximum overall dimensions of: length 7m; height 3m; width 2.25m (all including any load carried).

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length and width of trailers and/or caravans must not exceed 8m and 2.3m respectively. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide recovery, the caravan or trailer will be recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered by this Policy in the UK.

In the Territory if the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well. Under this Policy the caravan or trailer has the same cover as the Vehicle except that no replacement caravan or trailer will be provided.
17. Any claim by You unless You are a Resident of the United Kingdom and the Vehicle is registered with the DVLA in the United Kingdom;
18. Any Vehicle which is not in roadworthy and in good mechanical condition at least 7 days before any booked trip to Europe within Your Period of Cover. You must also make sure it is serviced as the manufacturer recommends.
19. Any Vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during vehicle construction and to the manufacturer's specification.
20. Your Vehicle if it is unattended.
21. Any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility.

General

English law

This Policy is governed exclusively by English Law and any legal disputes in connection with this Policy will be heard in an English Court only.

This Policy is a contract between Us and You. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and for which payment of the appropriate premium has been made and subject to the applicable Policy terms and conditions.

Your telephone calls to and from Us may be monitored and recorded for the purposes of staff training and quality assessment. This complies with Ofcom regulations.

If the service You require is not provided for under these Terms and Conditions, We will try, if You wish, to arrange it at Your expense. The terms of, and any payment for, any such service are a matter for You and the supplier and We will not act as an agent.

Cancellation

This Policy may be cancelled by You within 14 days of commencement (or renewal) by writing to Auto Legal Protection Services, PO Box 115, Congleton, CW12 3FL Telephone 0844 848 1200 whereupon You are entitled to a full refund.

We (and anyone acting on our behalf) reserve the right to make a charge to cover Our costs of providing Service if You have made a claim under this Policy during this 14 day period before You exercise Your right to cancel. We will offset this cost against any monies owed to You. This cost will be not less than £85.

European Claims Procedure and Conditions

When providing assistance We make every effort to meet on Your behalf all costs within the claim limit. However, in some instances You may be asked to pay locally and reclaim costs on Your return to the United Kingdom. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost.

Europ Assistance Claims Forms can be obtained by calling 0800 358 6090.

If You have paid any cost which You believe is covered under Your Policy, please telephone Us for a claim form immediately on Your return Home, quoting Your Policy reference number. When returning Your completed claim form You should enclose relevant original receipts (not photocopies).

Receipts

You must keep all relevant original receipts (not photocopies) as they will be needed for any claim. We may refuse to pay expenses You are claiming back if You cannot provide original receipts or bills for the items You have paid.

Payment of claims depends on You complying with the following conditions for all of Your Policy.

1. You must make any claim on a Europ Assistance claim form, please bring Your complaint to Our attention as soon as you can (if possible within 28 days) after You return to the United Kingdom. Claims which are not on a Europ Assistance claim form will not be accepted. This does not affect Your statutory rights to take legal action or exercise any other legal remedy.
2. If We pay out money for You under Your Policy We can take over Your right to get that money back. You must cooperate with Us as much as possible if requested by Us.
3. You must do all You can to prevent accident, injury, loss or damage, as if You were not covered under Your Policy.
4. You must forward to Us any writ, summons, legal document or other communication about the claim as soon as You receive them.
5. You must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help We may need at Your expense. This includes medical certificates and details of Your household insurance if necessary.
6. You must not admit liability or offer or promise payment without Our written permission.
7. You warrant that Your Vehicle is roadworthy and in good mechanical condition when You apply for Cover and You will keep it in that condition.
8. If any claim is found to be fraudulent in any way Your Policy will be cancelled immediately and all claims forfeited.
9. You must, within 7 days of any request from Us, send to Us copies of any European accident statements (called a "Constat d'arnable" in France) and/or any police reports should You use the Policy following a road traffic incident.

Complaints Handling

Complaints procedures

We are committed to providing You with the highest standard of service and customer care. We realise however, that there may be occasions when You feel You did not receive the standard of service You expect. Should You have cause for complaint about any aspect of the service We have provided to You, please contact Us at the relevant address indicated below, where We will work with You to resolve Your complaint.

Please write to:

The Managing Director,
Auto Legal Protection Services,
PO Box 115,
Congleton,
CW12 3FL

An acknowledgement that Your complaint has been received will be sent to You within 5 working days following which Your complaint will be investigated on behalf of the Managing Director.

Please quote Your Policy reference and Vehicle registration number in any communication.

Please quote Your Policy reference and Vehicle registration number in any communication.

If You have received Our final response to Your complaint or it has been 4 weeks since Your complaint was made to Us, and You remain unhappy, please contact:

Quality Department of Europ Assistance Holdings Limited
Sussex House
Perrymount Road
Haywards Heath
West Sussex
RH16 1DN

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You have the right, in addition to Your contractual rights under the insurance, to refer the matter to the Financial Ombudsman Service at :

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have 6 months to refer your complaint. Referral to the Financial Ombudsman Service does not affect Your right to take legal action against Europ Assistance Holdings Limited or Europ Assistance Limited.

DATA PROTECTION NOTICE

For the avoidance of doubt;

ALPS is Data Controller
Europ Assistance is Data Processor

AUTO LEGAL PROTECTION SERVICES LIMITED

P.O. Box 115 Congleton CW12 3FL
enquiries@alpsltd.co.uk www.alpsltd.co.uk

CLAIM LINE : 0 8 0 0 3 5 8 6 0 9 0