

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

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

"Breakdown"

means mechanical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery, or accidental damage to tyres, occurring during the Period of Cover within the United Kingdom.

"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 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.

"United Kingdom/UK"

means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man, excluding territorial and international waters.

"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 policy when driving the Vehicle or any other person driving the Vehicle with the owners consent.

DETAILS OF SERVICES

Service in the UK

UK Claims Procedure and Conditions

If You are unfortunate enough to Breakdown, please follow these simple steps:

1. Telephone Europ Assistance on the following helpline number **0800 358 6090**
2. Advise the operator that You are an Auto Legal Protection (ALPS Road Rescue) policyholder
3. Quote Your Vehicle registration number
4. Advise the operator of the location of Your Vehicle and the nature of the fault.

Europ Assistance will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call Europ Assistance first. Please do not go ahead and make Your own arrangements as Europ Assistance cannot reimburse costs incurred without prior authorisation.

Roadside Assistance

If You are stranded on a public highway (or other road or area to which the public has the right of access) because Your Vehicle has had a Breakdown, We will send Our contractor to help You.

We will try to repair Your Vehicle at the roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken).

If We cannot repair the Vehicle at the roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to 8 people to a destination of Your choice within 10 miles from the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance.

If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be provided to us).

Roadside does not cover:

- Breakdowns which would be prevented by routine servicing of Your Vehicle
- Vehicles used for Hire or Reward
- Replacing tyres or windows

- Missing or broken keys. We will arrange for roadside assistance and local recovery if appropriate. However, you will be responsible for paying any incremental costs.
- The cost of ferry crossings, road toll and congestion charges
- Vehicles being demonstrated or delivered by motor traders, or used under trade plates
- Vehicles which, according to our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
- Vehicles which Breakdown within 1/4 mile of Your Home address or where You normally keep the Vehicle
- Contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out
- The cost of parts, fuel or other supplies
- Any vehicle storage charges incurred when You are using Our services.
- Labour at any garage to which the Vehicle is taken
- The tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit.
- Any Vehicle in a position where We cannot work on it or tow it, or wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved.
- Any animals in Your Vehicle, please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.
- More than six call outs in any one Period of Cover.

Vehicle Recovery

Recovery has the same terms and conditions as Roadside but with the following variations:

If We cannot get Your Vehicle repaired locally within what We deem to be a reasonable time, We will take the Vehicle and up to 8 people Home or to a single address anywhere else. If there are more than 5 people this may require two separate vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there are no passengers who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service as We see fit).

Message Relay

If We have been contacted in connection with a Breakdown, We will relay up to two telephone messages to Your family members, friends or business associates to advise of unforeseen travel delays.

Recovery does not cover:

- Any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy.
- The use of Recovery as a way to avoid paying repair costs.
- A second Recovery if We consider that the original fault of a first Recovery has not been properly repaired.
- Service within 24 hours of commencement of this Policy.
- More than six call outs in any one Period of Cover.

Doorstep

Doorstep has the same terms and conditions as Roadside but with the following variations:

Doorstep allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

Doorstep does not cover:

- the rectifying of failed or attempted repairs;
- the reimbursement of taxi fares;
- Service within 24 hours of commencement this Policy;

Onward Transportation

Onward Transportation benefits must be arranged at the time of the Breakdown and cannot be requested later.

You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally:

- Replacement car hire
- Alternative transport costs
- Hotel accommodation

You can use the Onward Transportation benefits from Your Home address or within a quarter of a mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

Replacement car hire

We will pay for:

- Up to One day's hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc for the duration of the repairs to the Vehicle in accordance with Your Onward Transportation entitlement, for one incident
- Insurance (including collision damage waiver)

Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:

1. Age limits
2. The need to have a current driving license, and, if held, a driving license photo card, with You
3. Limits on acceptable endorsements
4. The need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to You)

Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible, be recovered under Recovery with Your broken down Vehicle.

If We decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.

Alternative transport

We will reimburse You for standard class rail or other transport of our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for a group whichever is less.

Hotel accommodation

We will arrange and reimburse You for one night's bed and breakfast for up to 8 people in a hotel of our choice.

We will pay up to £150 a person or £500 for each Party whichever is less.

You will have to pay for any extra hotel or transport costs.

Special medical assistance

Onward Transportation also provides special medical assistance. If You or one of Your passengers is taken into hospital more than 20 miles from home We will arrange and pay for overnight accommodation for the other passengers, as described in "Hotel accommodation" above.

We will also arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered:

- A second use of the Onward Transportation benefits if the original fault has not been properly repaired
- Other charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the vehicle and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier)
- If You require a second or any other type of vehicle We will try to arrange this for You, You will have to pay for any additional costs
- If You are unfortunate enough to have an incident with the hire vehicle and You make an insurance claim, You will be responsible for paying any excess
- Service within 24 hours of commencement of this Policy.

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 and for hire cars. If You do not provide Us with Your credit card details Europ Assistance 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.

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.

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.

Policy Exclusions

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

1. Costs for anything which was not caused by the incident You are claiming for.
2. 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. Snetterton, 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.
3. The cost of all parts, garage, labour or other costs in excess of Your Policy limits.
4. 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).
5. Any incident affecting a vehicle hired under the terms of Your Policy.
6. 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.
7. 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.
8. Any claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer.
9. 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.

10. Any claim caused directly or indirectly by the effect of intoxicating liquors or drugs.

11. 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.

12. 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.

13. 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.

14. Any period outside Your Period of Cover.

15. 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 and provided the vehicle conforms to the following specification:
-maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
-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.

16. 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;

17. Any Vehicle which is not roadworthy and in good mechanical condition at least 7 days before commencement of this Policy. You must also make sure it is serviced as the manufacturer recommends.

18. 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.

19. Your Vehicle if it is unattended.

20. 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.

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 address 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.

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 Insurance 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 : 0800 358 6090