

Euro Plus

European motor breakdown cover



Insurance Policy 2019/20

For policies issued from 1st May 2019

Cover is only available if **you** are a **resident** of the **UK**, the **Channel Islands** or the Isle of Man.

This policy does not cover trips within the **UK**, the **Channel Islands** or the Isle of Man, other than during the direct journeys between **your home** and **your** international departure point.

Summary of Cover

The following is only a summary of the main motor breakdown cover limits. **You** should read the rest of this policy for the full terms and conditions.

Section & Cover per Insured Vehicle (unless otherwise shown)	Limit (up to)
1. Cover before you leave - breakdown assistance - replacement vehicle (per day)	Unlimited £2,000 (£100)
2. Emergency roadside repairs and getting your insured vehicle to a garage	£250
3. Getting you home or helping you continue your journey - replacement vehicle (per day) - extra accommodation (per night)	£2,000 (£100) £450 (£45)
4. Spare parts delivered for essential repairs	Unlimited
5. Damage to your insured vehicle after theft or attempted theft	£100
6. Getting your insured vehicle back - vehicle storage - returning the insured vehicle	£100 £750
7. Collecting your insured vehicle from Continental Europe - vehicle collection - vehicle storage	£600 £100
8. If there is no qualified driver available for your insured vehicle - vehicle storage - transporting home - extra accommodation (per night)	£100 Unlimited £450 (£45)
9. Customs duty cover - vehicle disposal (duty cost)	Unlimited (£500)
10. Guarantee of Spanish bail deposits	£1,000
11. Legal advice and expenses - judicial hearing in Continental Europe - judicial hearing in United Kingdom	£10,000 £2,000 £1,000

Note:

When the motoring breakdown service has provided a replacement vehicle, **you** will be expected to leave a cash or credit card deposit and produce a clean driving licence. Please make yourself aware of relevant driving regulations abroad.

Important Telephone Numbers

Customer Services

P J Hayman & Company Ltd – Broker Support: 02392 419 050
P J Hayman & Company Ltd – Direct Clients: 02392 419 070

24-hr Motor Breakdown Service

Outside **your home** country: +44 (0) 20 8666 9226
Within **your home** country: 020 8666 9226

24-hr Legal Helpline

Outside **your home** country: +44 (0) 20 8603 9804
Within **your home** country: 020 8603 9804

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Please read this policy and carry it with you during your trip

Important Information

Thank **you** for taking out Euro Plus European Motor Breakdown Insurance with **us**.

Your policy schedule details **your** cover together with any special terms or conditions that may apply.

It is very important that **you** read the whole of this policy before **you** travel and make sure **you** understand exactly what is and is not covered and what to do if **you** need to claim. If **you** have any queries, please contact the issuing agent or P J Hayman & Company Limited on: 02392 419 050 (or 02392 419 070 if a Direct Client).

Before you travel

Euro Plus is an assistance only service. Please contact **your** motor insurance company to check the level of cover provided when **you** are abroad and whether a Green Card is required. When the motoring breakdown service has provided a replacement vehicle, **you** will be expected to leave a cash or credit card deposit and produce a clean driving licence. Please make yourself aware of relevant driving regulations abroad.

Insurer

Euro Plus European Motor Breakdown Insurance is underwritten by AWP P&C SA and is administered in the **United Kingdom** by Allianz Global Assistance.

How your policy works

Your policy and **policy schedule** is a contract between **you** and **us**. **We** will pay for any claim **you** make which is covered by this policy and happens during the **period of insurance**.

Unless specifically mentioned the benefits and exclusions within each section apply to each **person insured**. **Your** policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the heading 'Definition of words'. These words have been highlighted by the use of bold print throughout the policy document.

Information you need to tell us

There is certain information that **we** need to know as it may affect the terms of the insurance cover **we** can offer **you**.

You must, to the best of **your** knowledge, give accurate answers to the questions **we** ask when **you** buy **your** insurance. If **you** do not answer the questions truthfully it could result in **your** policy being invalid and could mean that all or part of a claim may not be paid. If **you** think **you** may have given **us** any incorrect answers, or if **you** want any help, please call 02392 419 050 (or 02392 419 070 if a Direct Client), as soon as possible and **we** will be able to tell **you** if **we** can still offer **you** cover.

Cancellation rights

If **your** cover does not meet **your** requirements, please notify the issuing agent or P J Hayman & Company Limited on **02392 419 050** (or **02392 419 070** if a Direct Client) within 14 days of receiving **your policy schedule** and return all **your** documents for a refund of **your** premium. If during this 14 day period **you** have travelled, made a claim or intend to make a claim then **we** can recover all costs that **you** have used for those services. Please note that **your** cancellation rights are no longer valid after this initial 14 day period.

Data protection notice

We and P J Hayman & Company Limited care about **your** personal data.

This summary below and **our** full privacy notice explain how **we** protect **your** privacy and use **your** personal data. **Our** full Privacy Notice is available at:

www.allianz-assistance.co.uk/privacy-notice/

If a printed version is required, please write to Legal and Compliance Department, Allianz Global Assistance, 102 George Street, Croydon CR9 6HD.

For P J Hayman & Company Limited's full privacy notice, please visit:

www.europlusinsurance.co.uk/documents/Socprivacypolicy.pdf

• How will we obtain and use your personal data?

We will collect **your** personal data from a variety of sources including:

- Data that **you** provide to **us**; and
- Data that may be provided about **you** from certain third parties, such as **your** insurance broker, or authorised repairers in the event of a **breakdown**.

We will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;
- Informing **you** of products and services which may be of interest to **you**.

• Who will have access to your personal data?

We may share **your** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who **we** deal with which provide part of the service to **you** such as vehicle recovery operators;
- To meet **our** legal obligations including providing information to the relevant ombudsman if **you** make a complaint about the product or service that **we** have provided to **you**.

We will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us your** consent to do so.

• How long do we keep your personal data?

We will retain **your** personal data for a maximum of seven years from the date the insurance relationship between **us** ends. If **we** are able to do so, **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

• Where will your personal data be processed?

Your personal data may be processed both inside and outside the European Economic Area (EEA).

Whenever **we** transfer **your** personal data outside the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

• What are your rights in respect of your personal data?

You have certain rights in respect of **your** personal data. **You** can:

- Request access to it and learn more about how it is processed and shared;
- Request that **we** restrict any processing concerning **you**, or withdraw **your** consent where **you** previously provided this;
- Request that **we** stop processing it, including for direct marketing purposes;
- Request that **we** update it or delete it from **our** records;
- Request that **we** provide it to **you** or a new insurer; and
- File a complaint.

• Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

• How can you contact us?

If **you** would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:

For Allianz Global Assistance

- By post: Data Protection Officer, AWP Assistance UK Ltd
102 George Street, Croydon CR9 6HD
- By telephone: **020 8603 9853**
- By email: AZPUKDP@allianz.com

For P J Hayman & Company Limited

- By post: Data Protection Officer, P J Hayman & Company Limited
Stansted House, Rowlands Castle, Hampshire PO9 6DX
- By email: Customerservices@pjhayman.com

Financial Services Compensation Scheme (FSCS)

For **your** added protection, the **insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance cover provides protection for 90% of the claim without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS, telephone number **0800 678 1100** or **0207 741 4100**, or by visiting their website at www.fscs.org.uk.

Governing law

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy the English courts shall have exclusive jurisdiction.

Contracts (Rights of Third Parties) Act 1999

We, the **insurer** and **you** do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Renewal of your insurance cover

If **you** have Annual Multi-trip cover, P J Hayman & Company Limited will send **you** a renewal notice at least **21** days prior to the expiry of the **period of insurance** as shown on **your** policy schedule. P J Hayman & Company Limited may vary the terms of **your** cover and the premium rates at the renewal date. This means P J Hayman & Company Limited cannot guarantee that P J Hayman & Company Limited will be able to provide the same terms of cover on **your** renewed policy or even renew it at all. If **you** book a **journey** that does not start until after the expiry date of **your** policy, **you** may find that the cover provided for that **journey** will change when the policy renews.

Definition of Words

When the following words and phrases appear in the policy document or **policy schedule**, they have the meanings given below. These words are highlighted by the use of bold print.

Appointed adviser

The solicitor or appropriately qualified person, firm or company, including **us**, who is chosen to act for **you** in **your** claim for compensation.

Area of cover

You will not be covered if **you** travel outside **Continental Europe**.

Note: **you** will not be covered if **you** travel to a country where the Foreign and Commonwealth Office has advised against all travel or all but essential travel. For further details visit gov.uk/foreign-travel-advice

Breakdown

Electrical or mechanical breakdown, road accident, damage or destruction by fire or attempted theft, puncture or loss of keys which means the **insured vehicle** cannot be moved.

Business associate

Any person in **your home** country that **you** work closely with, whose absence from work means that the director of **your** business needs **you** to cancel or curtail **your journey**.

Channel Islands

Jersey, Guernsey, Alderney, Sark or Herm.

Continental Europe

Andorra, Austria, Belgium, Bulgaria, Canaries, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City.

Economic sanction(s)

Any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or **United Kingdom**. These may change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freeze the assets of a government, the corporate entities and residents of a sanctioned country, or freeze the assets of specific individuals or corporate entities.

Home

Your usual place of residence in the **UK**, the Isle of Man or the **Channel Islands**.

Insured event

- **Your** defence if **you** are prosecuted for a motoring offence committed, or alleged to have been committed, by **you** arising solely in connection with the use of the **insured vehicle**.
- A claim brought by **you** for the pursuance of an uninsured loss claim against a negligent third party where **you** are involved in any road traffic accident causing:
 - death or bodily injury to **you** whilst in or getting in to or out of the **insured vehicle**; and
 - damage to the **insured vehicle**.

Insured vehicle

The vehicle shown on the **policy schedule** which must be:

- A car, motorcycle over 150cc, motorised caravan, minibus, light van, estate car or 4x4 sport utility vehicle registered in the **UK**, the Isle of Man or the **Channel Islands**. Towed caravans or trailers are not covered unless agreed in writing by **us** and the additional premium paid.
- No more than 15 years old at the date **you** buy the policy.
- Not more than 3,500kg in weight (including any load), 7 metres long, 3 metres high and 2.3 metres wide.
- Not carrying more than the recommended number of passengers (maximum being 8 including the driver).
- Kept in a safe and roadworthy condition and serviced in accordance with the manufacturer's specifications.

Insurer

AWPP&C SA.

Journey

A trip that takes place during the **period of insurance** which begins when **you** leave **home** and ends when **you** get back **home** or to a hospital or nursing home in **your home** country, whichever is earlier.

- For Single Trip cover
 - any other trip which begins after **you** get back is not covered.
 - a trip which is booked to last longer than 90 days is not covered.
 - a trip within the **UK**, the **Channel Islands** or the Isle of Man is not covered, other than during the direct journeys between **your home** and **your** international departure point.
- For Annual Multi-trip cover
 - a trip which is booked to last longer than 31 days is not covered, unless **we** agree otherwise in writing.
 - a trip within the **UK**, the **Channel Islands** or the Isle of Man is not covered, other than during the direct journeys between **your home** and **your** international departure point.

Legal action

Work carried out to support a claim that **we** have agreed to. This includes settlement negotiations, hearings in a civil court, arbitration and any appeals resulting from such hearings other than an application by **you**:

- to the European Court of Justice, European Court of Human Rights or similar International body; or
- to enforce a judgment or legally binding decision.

Legal costs

Fees, costs and expenses (including Value Added Tax or the equivalent local goods and services tax) which **we** agree to pay for **you** in connection with legal action. Also, any costs which **you** are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs **we** agree to pay.

Period of Insurance

Cover before **you** leave begins seven days before the beginning of **your journey** (but not before the date **your** policy was issued) and ends as **you** begin **your journey**.

The cover for all other sections starts at the beginning of **your journey** and finishes at the end of **your journey**.

All cover ends on the expiry date shown on **your policy schedule**, unless **you** cannot finish **your journey** as planned because of death, injury or illness or there is a delay to the public transport system that cannot be avoided. In these circumstances, **we** will extend cover free of charge until **you** can reasonably finish that **journey**.

(Note: Cover for one-way **journeys** is available on payment of an additional premium. The maximum duration for such **journeys** is 31 days, although cover will cease 48 hours after **your** arrival at **your** destination).

Person insured, you, your

Each driver and passenger in the **insured vehicle**.

Policy Schedule

This is proof of insurance and is part of the policy. It will show details of **you**, the **period of insurance** and the cover **you** have opted for.

Relative

Your mother (in-law), father (in-law), step parent (in-law), sister (in-law), brother (in-law), wife, husband, son (in-law), daughter (in-law), step child, foster child, grandparent, grandchild, uncle, aunt, nephew, niece, cousin, partner (including common law and civil partnerships) or fiancé(e).

Resident

A person who has their main **home** in the **UK**, the Isle of Man or the **Channel Islands** and has not spent more than 6 months abroad during the year before the policy was issued.

United Kingdom (UK)

England, Scotland, Wales and Northern Ireland.

We, our, us

Allianz Global Assistance which administers the insurance on behalf of the **insurer**.

24-hour Motoring Breakdown Service

Please tell **us** as quickly as possible about any motor breakdown, accident or theft during **your journey** (or within 7 days before **you** leave). If **you** fail to do this, it is unlikely that **your** claim will be paid.

Outside **your home** country Phone: **+44 (0) 20 8666 9226**

Fax: **+44 (0) 20 8603 0204**

Within **your home** country Phone: **020 8666 9226**

Fax: **020 8603 0204**

Please tell **us** where **you** are, **your policy schedule** number, date of booking, departure date and say that **you** are covered with Euro Plus motor breakdown insurance.

Depending on the circumstances, **you** may be asked to write to: Allianz Global Assistance, International Motor Operations Department, 102 George Street, Croydon CR9 6HD.

Report any theft, damage or loss to the police within 24 hours of discovery and ask them for a written police report. **You** should also make a report to the police if **you** are involved in a road traffic accident.

Whilst every effort will be made to provide the assistance services detailed in this policy, there may be occasions where due to circumstances beyond **our** control or due to the location of the **breakdown**, certain services may not be available.

If **we** are unable to verify **your** policy cover with **your** issuing broker / agent or P J Hayman & Company Limited immediately, **we** may need to take a credit or debit card number in order to provide the required assistance. No payment will be taken without the prior authority of the card holder.

Motorway restrictions

If assistance is required on a motorway in certain European countries, **you** must use the Official SOS Boxes at the side of the road in order to arrange initial recovery. **You** will be connected to the authorised motorway assistance service, because the roads are privatised and **we** are prevented from assisting on them. **You** should call **us** at the earliest opportunity so that **we** can arrange for the most appropriate assistance once the **insured vehicle** has been recovered from the motorway. Any costs incurred for recovery from the motorway can be claimed back from **us**.

Motor breakdown legal advice and expenses

Always contact **our** 24-hour motor breakdown legal advice and expenses helpline:

Outside **your home** country Phone: **+44 (0) 20 8603 9804**

Within **your home** country Phone: **020 8603 9804**

- Detailed account of the circumstances surrounding the event (including photographs and video evidence if this applies) within 90 days of the event causing **your** claim.
- Any writ, summons or other correspondence received from any third party. Please note that **you** should not reply to any correspondence from a third party without **our** written consent.
- Full details of any witnesses, providing written statements where available.

General Exclusions

The following exclusions apply to the whole of **your** policy:

We will not cover **you** for any claim arising from, or consisting of, the following:

- 1 **You** not answering accurately any question(s) **we** have asked **you** at the time of buying this policy, where **your** answer(s) may have affected **our** decision to provide **you** with this policy;
- 2 War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'etat, terrorism, weapons of mass destruction.
- 3 Any epidemic or pandemic.
- 4 **You** not following any suggestions or recommendations made by any government or other official authority including the Foreign and Commonwealth Office during the **period of insurance**.
- 5 Any **economic sanction** which prohibits **us**, the **insurer** or members of the Allianz Group from providing cover under this policy.
- 6 **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials (except where cover is given under the Customs duty cover section).
- 7 Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
- 8 Any currency exchange rate changes.
- 9 The failure or fear of failure or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.
- 10 **You** acting in an illegal or malicious way.
- 11 Any loss caused as a direct or indirect result of anything **you** are claiming for, unless it says differently in the policy, for example loss of earnings.
- 12 **We** will not pay for the following:
 - a) Anything caused by the **insured vehicle** being used for:
 - i) carrying goods or materials;
 - ii) hire or reward; or
 - iii) motor racing, rallies, speed or other tests.

- b) Anything caused by **you**:
- i) causing damage or injury on purpose;
 - ii) breaking the law;
 - iii) deliberately putting yourself at risk (unless **you** were trying to save another person's life);
 - iv) being under the influence of alcohol or drugs (other than those prescribed by a registered **doctor** but not when prescribed for the treatment of drug addiction); or
 - v) not following the laws of the country or the local authorities.
- 13 Any cost arising from filling the **insured vehicle** with the incorrect or contaminated fuel.
- 14 **We** will not provide cover for any goods, services, advice or arrangements supplied, given or made by **us**, any insurer providing cover which forms part of this policy, or any agent acting for them.

Conditions

The following conditions apply to the whole of **your** policy. Please read these carefully as **we** can only pay **your** claim if **you** meet these:

- 1 **You** are a **resident** of the **UK**, the Isle of Man or the **Channel Islands**.
- 2 **You** take reasonable care to protect **your insured vehicle** against **breakdown or theft** and yourself and **your** property against accident, injury, loss and damage and act as if **you** are not insured and to minimise any potential claim.
- 3 **You** have a valid **policy schedule**.
- 4 **You** accept that **we** will not extend the **period of insurance**:
 - for Single Trip cover if the original policy plus any extensions have either ended, been in force for longer than 90 days or **you** know **you** will be making a claim.
 - for Annual Multi-trip cover beyond the expiry of **your** policy.
- 5 **You** contact **us** as soon as possible with full details of anything which may result in a claim and give **us** all the information **we** ask for. Please see section 'Making a claim' for more information.
- 6 **You** must contact **our** motoring breakdown service when the **insured vehicle** has a **breakdown** or it is stolen. **We** will not provide cover if **we** have not authorised it. **You** must get **our** authorisation for service costs at the time the **insured vehicle** has a **breakdown** or it is stolen. This must be organised by **us** and carried out according to **our** instructions.
- 7 **You** must keep the **insured vehicle** in a safe and roadworthy condition.
- 8 **You** must do everything necessary to get the repairs to the **insured vehicle** carried out quickly.
- 9 **You** must not abandon the **insured vehicle** or any vehicle parts to be dealt with by **us**.
- 10 **You** must tell **us** immediately of any extra or replacement car **you** want to have insured. If **you** do not tell **us** and an incident happens with the car concerned, this will make the policy invalid.
- 11 **You** accept that no alterations to the terms and conditions of the policy apply, unless **we** confirm them in writing to **you**.

We have the right to do the following

- 1 Cancel the policy if **you** tell **us** something that is not true, which influences **our** decision as to whether cover can be offered or not.
- 2 Cancel the policy and make no payment if **you**, or anyone acting for **you**, make a claim under this policy knowing it to be dishonest, intentionally exaggerated or fraudulent in any way, or if **you** give any false declaration, deliberate mis-statement when applying for this insurance or supporting **your** claim. **We** may in these instances report the matter to the police.
- 3 Only cover **you** for the whole of **your journey** and not issue a policy if **you** have started **your journey**.
- 4 Take over and deal with, in **your** name, any claim **you** make under this policy.
- 5 Take **legal action** in **your** name (but at **our** expense) and ask **you** to give **us** details and fill in any forms, which will help **us** to recover any payment **we** have made under this policy.
- 6 Only refund or transfer **your** premium if **you** decide that the policy does not meet **your** needs and **you** have contacted **us** within 14 days from the date **you** receive **your** policy and **policy schedule**. **We** can recover all costs that **you** have used if **you** have travelled or made a claim or intend to make a claim.
- 7 If **you** cancel or cut short **your journey**:
 - All cover provided on **your** Single Trip policy will be cancelled without refunding **your** premium.
 - All cover provided on **your** Annual Multi-trip policy for that **journey** will be cancelled without refunding **your** premium.
- 8 Ask **you** to pay **us** back any amounts that **we** have paid to **you** which are not covered by this policy.
- 9 Decide on the best way of dealing with **your** call for help. **We** will take account of **your** own wishes whenever possible as well as the conditions and rules in force in the country where **you** need help.

- 10 Not to provide help if the **insured vehicle** has an electrical or mechanical fault which keeps happening or has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.
- 11 Not pay for any event which is covered by another insurance policy or any motoring organisation's service.

Making a Complaint

We aim to provide **you** with a first class policy and service.

However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

In the first instance, please contact:

Complaints regarding the MOTOR BREAKDOWN ASSISTANCE SERVICE or the CLAIMS SERVICE:

Customer Service, Allianz Global Assistance
102 George Street, Croydon CR9 6HD
Telephone: **020 8603 9853**

Email: customersupport@allianz-assistance.co.uk

Please supply **us** with **your** name, address, policy number and claim number where applicable and enclose copies of relevant correspondence as this will help **us** to deal with **your** complaint, in the shortest possible time.

Complaints regarding the SALE OF THE POLICY

The Customer Services Manager, P J Hayman & Company Limited
Stansted House, Rowlands Castle, Hampshire PO9 6DX
Email: customerservices@pjhayman.com

If **you** are not satisfied with **our** final response **you** can refer the matter to the UK Financial Ombudsman Service for independent arbitration.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: **0345 080 1800**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process.

Online sales only

If **you** purchased **your** policy online, **you** are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify the FOS on **your** behalf.

Section 1 - Cover Before You Leave

WHAT EACH INSURED VEHICLE IS COVERED FOR

In the event of a **breakdown** occurring to the **insured vehicle** within seven days of the start of **your journey** (but not before the date **your** policy was issued) **we** will do the following:

Assistance

Arrange assistance at **your home** or the roadside and recovery to the nearest repairer (if required).

Replacement vehicle

We will arrange and pay up to **£2,000** in total (**£100** per day) for a replacement vehicle if:

- the **insured vehicle** cannot be repaired or recovered prior to the start of **your journey**; or
- the **insured vehicle** is stolen within seven days of the start of **your journey** (but not before the date **your** policy was issued) and not recovered or replaced prior to **your journey**.

Note:

- **We** will try to provide a vehicle of similar size to the **insured vehicle** subject to availability. Unfortunately motorcycles, motor caravans, minibuses, towbars, roof boxes, caravans and trailers generally cannot be provided.
- If **you** have a replacement vehicle, **you** must meet the requirements of the car hire company. For example, these could include **your** age, putting down cash or credit card deposits and having a clean relevant driving licence.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

Under Assistance

Any repairs to the **insured vehicle** that are not described in this section.

Any **insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.

Any **insured vehicle** which has a recurring electrical or mechanical fault.

Any help or payment if the breakdown service cannot reasonably get to your **insured vehicle** because of bad weather.

The cost of essential spare parts or repair costs at a garage.

Under Replacement vehicle

The cost of any personal accident insurance.

The cost of any fuel or oil used.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 2 – Emergency Roadside Repairs or Getting Your Insured Vehicle to a Garage

WHAT EACH INSURED VEHICLE IS COVERED FOR

In the event of a **breakdown** occurring to the **insured vehicle** during **your journey** we will arrange assistance at the roadside and recovery to the nearest repairer (if required) up to a maximum of **£250** in total.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

Any repairs to the **insured vehicle** that are not described in this section.

Any **insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.

Any **insured vehicle** which has a recurring electrical or mechanical fault.

Any help or payment if the breakdown service cannot reasonably get to **your insured vehicle** because of bad weather.

The cost of essential spare parts or repair costs at a garage.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 3 – Getting You Home or Helping You Continue Your Journey

We will help arrange and pay for the following if during **your journey** you cannot use the **insured vehicle** for at least 8 hours because of theft or **breakdown** and it cannot be repaired or recovered within that time.

Replacement vehicle

Up to **£2,000** in total (**£100** per day) for the cost of hiring a replacement vehicle to enable you to:

- continue to **your journey** destination and back again to collect the **insured vehicle** after the repair has been done;
- return to **your home**.

Extra accommodation

For each **person insured** up to **£450** in total (**£45** per night) for extra hotel or bed and breakfast accommodation where the costs are more than **you** would have had to pay if the **insured vehicle** did not have a **breakdown** or had not been stolen.

Note:

- We will try to provide a vehicle of similar size to the **insured vehicle** subject to availability.
Unfortunately motorcycles, motor caravans, minibuses, towbars, roof boxes, caravans and trailers generally cannot be provided.
- If **you** have a replacement vehicle, **you** must meet the requirements of the car hire company.
For example, these could include **your** age, putting down cash or credit card deposits and having a clean relevant driving licence.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

Any costs after the **insured vehicle** is available and can be driven.

Any sundry expenses resulting from an incident claimed for under this section. For example telephone or mobile phone calls, faxes, food and drink.

Any costs incurred (other than a replacement vehicle) if the **insured vehicle** has a **breakdown**, in **your home** country, on the outward **journey** to **Continental Europe** and **you** want to continue with **your journey**.

Under replacement vehicle

The cost of any personal accident insurance.

The cost of any fuel or oil used.

The cost of a replacement vehicle if one has already been provided under Cover before you leave - section 1.

Under extra accommodation

Any hotel or bed and breakfast arrangements if **your** main accommodation is a tent.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 4 – Spare Parts Delivered for Essential Repairs

WHAT EACH INSURED VEHICLE IS COVERED FOR

We will help arrange and pay for the necessary delivery costs to send the spare parts, including keys that are lost or stolen, to a specialist repairer, if the **insured vehicle** has a **breakdown** outside **your home country** and the parts that are needed to repair the **insured vehicle** are not available locally.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

Any **journey** within **your home** country.

The cost of repairs to the **insured vehicle**.

The cost of the essential spare parts or repair costs at a garage.

The cost of sending spare parts if:

- we have not arranged to take the **insured vehicle** to a specialist repairer;
- they are no longer made;
- they can no longer be bought from a wholesaler or agent;
- they cannot be exported to the country where the **breakdown** occurs.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 5 – Damage to the Insured Vehicle After Theft or Attempted Theft

WHAT EACH INSURED VEHICLE IS COVERED FOR

We will help arrange and pay up to **£100** in total for the following if there is damage to the **insured vehicle** caused by it being stolen or someone trying to steal it or **your** personal possessions, in **Continental Europe**:

- Temporary emergency repairs;
- Replacing parts if they are stolen or someone tried to steal them.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

Any help or payment where there is no evidence of a forced entry into the **insured vehicle**.

Any help or payment where **you** do not get a police report within 24 hours of the event and send it to **us**.

Damage to paintwork or other accessories.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 6 – Getting the Insured Vehicle Back

WHAT EACH INSURED VEHICLE IS COVERED FOR

We will help arrange and pay for the following if the **insured vehicle** has a **breakdown** or it is stolen.

Vehicle storage

Up to **£100** for the cost of any storage charges for the **insured vehicle** before it is brought back to **your home**.

Returning the insured vehicle

Up to **£750** for the cost of getting the **insured vehicle** to **your home** or a repairer in **your home** country.

We will provide this cover if any of the following apply:

- Local repairs cannot be done.
- Local repairs can be done in less than 5 days, but not before the date **you** are due to return to **your home**.
- **Your** vehicle is stolen and not found before the date **you** are due to return to **your home**.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

Costs which are more than the vehicle's market value in **your home** country.

Theft of **your** personal possessions left in or on the **insured vehicle** when it is being brought back to **your home**.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 7 - Collecting the Insured Vehicle from Continental Europe

WHAT EACH INSURED VEHICLE IS COVERED FOR

We will help arrange and pay for the following:

Vehicle collection

Up to **£600** in total for the cost of travel (by economy class airfare or standard class ferry, coach or rail fare) for one person to travel from **your home country** to collect the **insured vehicle** and return.

Vehicle storage

Up to **£100** for the cost of storing the **insured vehicle** for a reasonable time before and after the repair has been done.

We will provide this cover if either of the following apply:

- the repairs, following a **breakdown** outside **your home country**, can be done within 5 days but not before **you** are due to return to **your home country**; or
- the **insured vehicle** was stolen outside **your home country** and is only found after **your** return to **your home country** and can be driven legally and is mechanically safe.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

The cost of insurance to cover collecting the **insured vehicle**. (You will still be covered under this motoring breakdown service policy when the **insured vehicle** is collected before the end of **your journey** as shown on **your journey** confirmation.)

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 8 – If There is no Qualified Driver Available for the Insured Vehicle

WHAT EACH INSURED VEHICLE IS COVERED FOR

We will help arrange and pay for the following:

Vehicle storage

Up to **£100** in total for the cost of storing the **insured vehicle** before it is brought back to **your home country**.

Transporting home

Reasonable costs of transporting the **insured vehicle** to **your home**, from outside **your home country**.

Extra accommodation

For each **person insured** up to **£450** in total (**£45** per night) for extra hotel or bed and breakfast accommodation where the costs are more than what **you** would have had to pay if there had been a qualified driver, but only until the **insured vehicle** can be transported.

We will provide this cover if either of the following apply:

- because of death, serious injury or serious illness there is no suitable person to drive the **insured vehicle**; or
- the only qualified driver has to return urgently to **your home country** because of the death, serious injury or serious illness of the driver's **relative**, or **business associate** living in **your home country**. There must not be time for the qualified driver to return with the **insured vehicle**.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

Any **journey** within **your home country**.

Costs if medical evidence of death, injury or illness was not given to **us** before the arrangements were made.

Any transport not arranged by us (normally **we** provide a qualified driver to drive the **insured vehicle** back to **your home country**).

Costs which are more than the vehicle's market value in **your home country**.

Any hotel or bed and breakfast arrangements if **your** main accommodation is a tent.

Any extra hotel or bed and breakfast costs unless accommodation has been pre-booked.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 9 – Customs Duty Cover

WHAT EACH INSURED VEHICLE IS COVERED FOR

Customs requirements

We will help deal with the Customs requirements to dispose of the **insured vehicle** if it has a **breakdown** or it is stolen outside **your home country** during **your journey** and it is beyond economical repair.

Customs duty

We will pay up to **£500** for any duty **you** have to pay because **you** unintentionally fail to:

- take the **insured vehicle** permanently out of a country in **Continental Europe** within the set time after it is imported; or
- follow the import conditions which allow **your insured** vehicle to be imported from **Continental Europe** for a set time without paying duty.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 10 – Guarantee of Spanish Bail Bonds

WHAT EACH INSURED VEHICLE IS COVERED FOR

We will help arrange and pay up to **£1,000** in total for a guarantee or deposit for bail which the Spanish Authorities may ask for to avoid the **insured vehicle** or driver being held because of an accident involving the **insured vehicle**.

If **you** lose the guarantee or deposit in any **legal action** against **you**, **you** must repay the money to **us** immediately.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

Section 11 – Motor Legal Advice and Expenses

You can call **our** motor breakdown 24-hour legal helpline 365 days a year for advice on any motor-related legal problem to do with **your journey**.

Within **your home country** Phone: **020 8603 9804**
Outside **your home country** Phone: **+44 (0) 20 8603 9804**

WHAT EACH INSURED VEHICLE IS COVERED FOR

Legal Costs

We will pay up to **£10,000** in total (but not more than **£20,000** in total for all **persons insured** on this policy) for **legal costs** for **legal action** if events giving rise to an **insured event** occur during **your journey**.

Judicial hearing

If it is necessary for **you** to attend a judicial hearing for an offence, or alleged offence, covered under this policy, **we** will pay for reasonable travel costs (but not board and lodging) for **you** to attend such a hearing up to:

- £250** (but not more than **£2,000** in total for all **persons insured** on this policy), in **Continental Europe** (where this is not **your home country**); or
- £100** (but not more than **£1,000** in total for all **persons insured** on this policy), in **your home country**.

Special conditions to this section

- You** must conduct **your** claim in the way requested by the **appointed adviser**;
- You** must keep **us** and the **appointed adviser** fully aware of all facts and correspondence including any claim settlement offers made to **you**;
- We** will not be bound by any promises or undertakings which **you** give to the **appointed adviser**, or which **you** give to any person about payment of fees or expenses, without **our** consent;
- We** can withdraw cover after **we** have agreed to the claim, if **we** think a reasonable settlement is unlikely or that the cost of the **legal action** could be more than the settlement;
- You** must make every effort to assist **us** and **your appointed adviser** in recovering **our** outlay.

Note:

- If **you** have a replacement car from **us** while the **insured vehicle** is unavailable as a result of a **breakdown** covered by this policy it will, for the purposes of this section only, be treated as the **insured vehicle**.
- **We** will nominate an **appointed adviser** to act for **you**. If **you** and **we** cannot agree on an **appointed adviser**, the matter can be referred to an Alternative Resolution Facility.
- Where there is a dispute between **you** and **us** regarding the administration of this section the matter may be referred to any Alternative Resolution Facility such as mediation.

WHAT EACH INSURED VEHICLE IS NOT COVERED FOR

Any claim:

- not reported to **us** within 90 days after the event giving rise to the claim;
- for uninsured loss claim where **we** think a reasonable settlement is unlikely or where the cost of the **legal action** could be more than the settlement;
- where another insurer or service provider has refused **your** claim or where there is a shortfall in the cover they provide;
- where **you** have been charged with solvent abuse, alcohol or drugs related offences or dangerous driving;
- arising from parking or fixed penalty offences committed, or alleged to have been committed, by **you**;
- for an **insured event** occurring while the **insured vehicle** is being:
 - used for any purpose not permitted by the effective Certificate of Motor Insurance;
 - driven by any person not described in the effective Certificate of Motor Insurance as a person entitled to drive or any person not insured by this policy;
 - driven by a **person insured** who does not have a valid driving licence to drive the **insured vehicle** or who has been disqualified from holding or obtaining such a licence.
- against **us**, **the insurer**, another **person insured** or **our** agent;
- an application by **you** to:
 - the European Court of Justice, European Court of Human Rights or similar International body; or
 - enforce a judgment or legally binding decision.

Legal costs:

- for **legal action** that **we** have not agreed to;
- incurred before **we** have agreed to support the **legal action**;
- if **you** refuse reasonable settlement of **your** claim;
- if **you** withdraw from a claim without **our** agreement. If this occurs **legal costs** that **we** have been paid must be repaid to **us** and all **legal costs** will become **your** responsibility;
- if **we**, **you** or **your appointed adviser**, are unable to recover **legal costs** incurred following a successful claim for compensation. **We** will be entitled to receive such costs from the compensation **you** receive. Any repayment to **us** is limited to the actual costs incurred and will not be more than half of **your** compensation amount;
- awarded as a personal penalty against **you** or the **appointed adviser** (for example, for not complying with Court rules and protocols);
- for bringing **legal action** in more than one country for the same **insured event**;
- for **legal action** if **your** affairs are in the hands of any insolvency practitioner.

Please refer to Sections General exclusions, Conditions, Making a claim and the special conditions to this section that also apply.

Please call 02392 419 050 for large print, audio and Braille

Euro Plus European Motor Breakdown Insurance is arranged by P J Hayman & Company Limited
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