# SCOOT AND COMMUTE



BREAKDOWN INSURANCE DOCUMENTS



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# **UK Breakdown Recovery Policy**

UK roadside assistance and vehicle recovery is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEAbased firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

#### **DEFINITIONS**

The following words or phrases have the meanings given below whenever they appear in the UK **Breakdown** policy wording. These will be shown in bold.

#### **BREAKDOWN**

Where the **insured vehicle** cannot be driven due to an electrical or mechanical fault, the theft or loss of keys, a flat tyre, or running out of fuel.

#### **INSURED VEHICLE**

**Your** motorcycle as described in **your** current Certificate

of Motor Insurance.

The **insured vehicle** must be no more than:

- 3.5 tonnes when fully loaded;
- 5.5 metres (18 feet) long; or
- 2.3 metres (7 feet 6 inches) wide.

This also includes any caravan or trailer attached to **your** motor vehicle (as long as it is no longer than 7.6 metres (25 feet) long, including the towbar).

## PERIOD OF INSURANCE

The period shown in **your** current Certificate of Motor Insurance.

#### YOU, YOUR

Any person named in **your** current Certificate of Motor Insurance or any person authorised to ride or be a

passenger in, or on, the **insured vehicle** 

#### TERRITORIAL LIMIT

The **territorial limit** is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

#### WE, US, OUR

Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road. Redhill.

Surrey RH1 1PR, UK.

#### YOU, YOUR

The person named in **your** current Certificate of Motor Insurance and any person authorised to ride or be a

passenger on the insured vehicle.

# Section 1

### **UK ASSISTANCE**

#### WHAT IS COVERED UNDER SECTION 4

#### HOME AND ROADSIDE ASSISTANCE

We will come out to the **insured vehicle** if **you** can't ride it after a **breakdown**, accident, or an act of vandalism within the **territorial limit** and within the **period of insurance**.

We will try to repair the insured vehicle at the roadside. The repair work will be free of charge, for up to one hour, but you must pay the cost of any parts, fuel or other supplies used to repair the insured vehicle. If we have to make a forced entry to the insured vehicle because you are locked out or have lost your keys, you must sign a declaration, saying that you will be responsible for the damage.

If we cannot repair the insured vehicle at the roadside and it cannot be repaired the same day at a local garage after being recovered by us, we will arrange and pay for one of the following;

#### **ONWARD TRAVEL**

We will arrange and pay for the insured vehicle, you and one passenger to continue with your journey to your destination, or to return home, or

#### HOTEL ACCOMMODATION

If **you** are more than 50 miles from **your** home address, **we** will pay for the cost of bed and breakfast for **you** and one passenger. The most **we** will pay is £50 a person. **You** must pay for any extra hotel costs, or

#### **CAR HIRE**

**We** will arrange and pay for a hire car, up to 1600cc, for up to 24 hours. **You** must have a valid driving licence with **you**, and pay a deposit to the hire-car company by credit card, to cover the cost of the fuel **you** use, insurance and any extra days' hire.

**We** will provide car hire as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help. **You** might not be able to get a hire car if **you** have endorsements on **your** driving licence.

**We** will choose the most appropriate solution from the options above.

#### **STORAGE**

If the **insured vehicle** has to be stored after **we** have recovered it, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is £50.

#### **MEDICAL ASSISTANCE**

If you have to go into hospital after an accident, within the territorial limit and within the period of insurance and are more than 20 miles from your home, we will pay for one night's bed and breakfast in a hotel we choose, for your passenger. The most we will pay is £100 a person.

**You** must pay for any extra hotel costs. **We** will also arrange for an ambulance to take **you** to a hospital near **your** home if medically necessary, the maximum that **we** will pay is a total of £300. A doctor must give permission before **we** do this.

#### REPLACEMENT RIDER

If following an accident or a **breakdown** involving the **insured vehicle** and can't ride it because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement rider to take **you**, the **insured vehicle** and **your** passengers to **your** home address within the **territorial limit**.

#### MESSAGE SERVICE

We can get a message to a person you have chosen, if your journey has been delayed as a result of a breakdown, accident, or an act of vandalism involving the insured vehicle within the territorial limit and within the period of insurance.

#### **BROKEN GLASS**

**We** can arrange for an approved supplier to come out to **you** to replace any broken glass, but **you** will have to pay for the work they do.

#### **ACCIDENTS**

We will come out to the insured vehicle if you can't ride it after an accident. We will pay the recovery charges on your behalf but will be entitled to ask you for all reasonable help to take action in your name to get our costs refunded from another organisation.

#### CLAIMS

**We** shall not be responsible for more than four claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**.

#### WHAT IS NOT COVERED UNDER SECTION 4

**We** will not provide cover for the following:

- any costs we have not agreed to.
- any costs you would normally have to pay, such as petrol and toll charges.
- an insured vehicle which is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturer's recommendations.
- an insured vehicle without a current MOT certificate (if one is needed) and valid road fund licence disc on display.
- the **insured vehicle** being used for any criminal act.
- · anything to do with alcohol, drugs or solvent abuse.
- an insured vehicle if you call us out for a problem you have called us about before, but have not, in our opinion, tried to get the problem fixed since the last time you called us out.
- an insured vehicle we cannot recover because of bad weather conditions, like floods, snow or high winds, or because your vehicle is stuck in sand or mud. If specialist equipment is needed to recover your vehicle, you will have to pay the extra cost.
- any release fees you have to pay if your vehicle is stolen and recovered by the Police.
- any loss or damage which is the result of the breakdown, accident or act of vandalism.
- mobile phone and telephone call costs mobile phones are convenient but expensive. Even if you ask someone to call you back on your mobile, you may still have to pay for the call. These costs are not covered under your policy in any circumstances.
   the cost or the quality of repairs when your vehicle is repaired in any garage to which the vehicle is taken.
- the cost for the recovery or repair vehicle coming out to you if, after requesting assistance to which you are entitled, your vehicle is moved, recovered or repaired by any other means.
- any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- the insured vehicle being used for road-racing, rallying, pace-making, speed testing or any other competitive event.
- claims directly or indirectly caused by, contributed to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- · claims arising from war, invasion, riot, revolution or

- a similar event.
- any claim or any benefit if doing so would expose
   us to any sanction, prohibition or restriction under
   United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom.

# WHAT TO DO IF YOU HAVE AN ACCIDENT OR A BREAKDOWN

- call us on 0800 093 5318.
- our operator will ask you for the following:
  - where **you** are.
  - your insured vehicle registration number.
  - the make and colour of **your insured vehicle**.
  - a telephone number **we** can contact **you** on.
  - details of what has happened.
- do not make **your** own arrangements.
- you and your passengers must be with the insured vehicle when the repair or recovery vehicle arrives, unless you have made other arrangements with us.

## **BREAKDOWN RECOVERY POLICY CONDITION**

#### **AUTHORISATION**

Should **you** be unwilling to accept **our** decision or that of **our** agents, on the most suitable form of assistance to be provided. **We** will pay no more than £100 for any one **breakdown** towards **your** preferred form of assistance.

#### DATA PROTECTION

Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below). We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services. These activities may include:

- a. use of sensitive information about the health or vulnerability of you or others involved in your breakdown assistance claim, in order to evaluate your claim and provide other services as described in this policy,
- b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with a breakdown assistance claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone

- calls in relation to cover for the purposes of recordkeeping, training and quality control;
- d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **breakdown** claim, which **you** have provided for the purpose of validating **your** claim; and
- e. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources, in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **policy** and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it. If you want to know what information is held about you by Inter Partner Assistance S.A. UK Branch or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR

JK

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at:

www.axaassistance.co.uk. Alternatively, a hard copy is
available on request.

#### CANCELLATION RIGHT

**Your** insurance premium includes a payment for **your breakdown** cover which is included as part of the Carole Nash package. This payment is non-refundable upon cancellation of the **policy** other than if cancelled by **you** during your 14-day 'right to cancel' period. A full refund will be given within the 14 days.

# **Our Customer Care Policy**

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern.

# IF YOUR COMPLAINT IS IN RELATION TO CAROLE NASH:

If **you** wish to complain about the services provided by Carole Nash, such as the way **your policy** was sold to **you**, please contact Carole Nash:

By phone: 0800 298 5511

In writing:

Compliance and Risk Team

Carole Nash Insurance Consultants Ltd

Trafalgar House

110 Manchester Road

Altrincham

Cheshire

WA14 1NU

# IF YOUR COMPLAINT IS IN RELATION TO

## **BREAKDOWN ASSISTANCE**

Please Write to:

Quality Manager
Inter Partner Assistance S.A. UK Branch

The Quadrangle

106-108 Station Road

Redhill

Surrey

RH1 1PR UK

By e-mail: quality.assurance@axa-assistance.co.uk

By phone: 01737 815 215

#### FINANCIAL OMBUDSMAN SERVICE

If **you** are still unhappy following receipt of the final response, **you** can refer the dispute to the Financial Ombudsman Service within 6 months who will review

your case on an independent basis. The address is:

The Financial Ombudsman Service

**Exchange Tower** 

London

E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

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

Website: www.financial-ombudsman.org.uk

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform http://ec.europa.eu/consumers/odr, which has been set up by the EU Commission.

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given the insurer the opportunity to resolve it. Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

#### FINANCIAL SERVICES COMPENSATION SCHEME

**We** and Carole Nash are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if either party cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org. uk or by calling 0800 678 1100 or 020 7741 4100.



## **UK BREAKDOWN RECOVERY CARD**

In the event of a breakdown or accident, please call the following number:

In the UK call

0800 093 5318



#### **Carole Nash Insurance Consultants Limited**

Trafalgar House 110 Manchester Road Altrincham Cheshire WA14 1NU.

Tel: 0800 977 6889

Email: bikes@carolenash.com Website: www.carolenash.com

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