



Up to 3.5T Road Rescue Cover

To get UK emergency assistance, please call 01260 547 059

Calls to 01 numbers cost no more than a national rate call to an 02 or 03 number and will count towards any mobile phone contract's inclusive minutes.

Your Policy

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

Each Section of cover explains what is and is not covered. There are also General Exclusions (things that are not included) that apply to all Sections of the cover, and there are General Conditions that **you** must follow for the policy to work.

This policy is administered by Auto Legal Protection Services Limited (ALPS). ALPS registered address is Sunnyside Mill, Highfield Road, Congleton, CW12 3AQ and company registration number is 3676991. ALPS is authorised and Regulated by the Financial Conduct Authority (FCA), FCA register number 300906.

Benefits and services under this policy are provided by The Mansfield Group, which is a trading name of D.H. Mansfield Limited. Registered in England and Wales under company number 3557665. Their registered Office is Highpoint, Festival Way, Stoke on Trent ST1 5SH.

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

Insurer

This policy is underwritten by AmTrust Europe Limited, whose registered address is Market Square House, St James' Street, Nottingham, NG1 6FG, company registration number 01229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, FCA register number 202189.

You can check this on the FCA's register by visiting the website: www.fca.org.uk/register

Demands and Needs

This motor **breakdown** road rescue insurance policy will meet the demands and needs of the policy holder requiring **vehicle breakdown** assistance whilst travelling away from **your home**, including for the purposes of Hire or Reward or, if specifically requested, whilst at **your home**. This motor **breakdown** road rescue policy will provide, subject to the policy's terms and conditions, roadside assistance, local recovery, messaging relay, **misfuelling** in the UK, key and lock cover and, if specifically requested, nationwide recovery, home start in the UK and European **breakdown** services. When reviewing **your** policy, it should be read in conjunction with **your** policy schedule.

Cooling Off

If **you** find that this cover does not meet **your** needs, **you** can cancel the policy by contacting **your** insurance broker within 14 days of receiving this document. **You** will receive a full refund of the premium **you** have paid for the policy provided that **you** have not made any claims.

Cancellation

If **you** cancel the policy after the 14-day cooling off period, no refund of premium will be available. To cancel the policy please contact **your** insurance broker.

We may cancel the policy if there is a valid reason for **us** to do so by giving **you** at least 7 days' notice at **your** last-known address. If **we** cancel the policy, providing the premium has been paid in full and no claims have been made under the policy, **you** will be entitled to a proportionate refund of the premium for any **period of insurance** remaining. Valid reasons include:

- Non-payment of the premiums;
- Threatening and abusive behaviour;
- Non-compliance with the policy terms and conditions.

If **you** made a claim against the policy prior to its cancellation, or there is an incident which may lead to a claim, then **you** will not be entitled to any refund of the policy premium.

Meaning of Words

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

Breakdown

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

- A mechanical **breakdown**;
- An accident;
- Vandalism;
- A fire;
- A theft or an attempted theft;
- A flat tyre;
- A flat battery;
- It having no fuel;
- Misfuelling**;
- Missing or broken keys. **We** will arrange for roadside assistance and local recovery if appropriate.

Please Note: **You** will be responsible for any costs not explicitly covered in **your** policy documents.

Journey

A trip between **your home** in the UK and a place in Europe, specifically mentioned in the **territorial limits**. The trip within or to Europe must not exceed 90 consecutive days in total.

Luggage

Suitcases or other bags that contain personal belongings for **your journey**.

Misfuelling

Accidental and involuntary filling of the fuel tank with inappropriate fuel for the insured **vehicle**.

Period of Insurance

The 12-month period starting from the commencement date shown on the policy schedule. Please note that **you** are only covered for the benefits under Section A within the first 24 hours following **your** initial purchase of this policy.

If **you** have paid for European **breakdown**, cover under Section F commences up to seven days before **your** planned departure date providing **you** have not purchased this policy within ten days of start of **your** planned trip. Cover for all other Sections applies for the length of each eligible trip.

Territorial Limits

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

For European **breakdown** cover (Section F only) this also includes Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal,

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Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Malta, the Republic of Cyprus, the Vatican City and other islands that belong to these countries and that are in Europe and are considered part of the European mainland.

Vehicle(s)

Vehicle means the car, motorcycle, minibus or light van which is:

- No longer than 7 metres;
- No heavier than 3,500 kilograms (gross laden weight);
- Not higher than 3 metres;
- No wider than 2.25 metres;
- Under 16 years old since first registration for European assistance;
- Shown on **your** policy schedule.

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

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

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

We, Us, Our

AmTrust Europe Limited. In the Data Protection Act Section of this policy 'we' also means ALPS.

You, Your, Driver

Respectively, the policyholder(s) named on the schedule or any person driving an insured **vehicle**, and any passengers in the insured **vehicle (we** will only assist up to eight people including the **driver**, this increases to 17 for minibuses).

Your Home

The last address (in the UK) that **you** provided for this insurance which is the address where **you** permanently live or where **you** keep **your vehicle**.

How to Claim

To get UK emergency assistance, please call:

01260 547 059

Calls to 01 numbers from the UK cost no more than a national rate call to an 02 or 03 number and count towards mobile phone contract's inclusive minutes.

If you're calling from outside the UK, please add +44 to the telephone number provided.

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

You should have the following information available:

- The **vehicle's** registration number.
- **Your** name, home postcode and contact details.
- The make, model and colour of the **vehicle**.
- The location of the **vehicle**.
- An idea of what the problem is.
- SOS Box number (where applicable).

Help on Motorways

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

Section A - Roadside Assistance & Local Recovery

The cover in this Section will only apply if the premium has been paid in full.

What is Covered?

If the **vehicle** breaks down more than 1 mile from **your home**, **we** will arrange and pay for a **breakdown vehicle** to come to the **vehicle** (for up to one hour) to try to get it working again.

If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver** and up to seven passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs.

What is Excluded?

- A **breakdown** at or within 1 mile from **your home**.
- Roadside labour charges in excess of one hour.
- Any labour charges incurred at the repairer's premises.
- The cost of replacement parts, fuel or other materials used in the repair.
- Toll and sea transit charges for the insured **vehicle**.
- A **breakdown** which occurs outside of the UK.
- Anything mentioned in the General Exclusions (see Section G).

Section B - Nationwide Recovery

The cover in this Section applies in addition to the cover shown in Section A. It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

What is Covered?

If the **vehicle** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will arrange on **your** behalf, having consulted with **you**, one of the following options:

Option 1: Nationwide Recovery

We will take the **driver** and up to seven passengers, together with the **vehicle**, at **your** request, to either where **you** were originally travelling to or **your home** address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, provided this can be done in one single uninterrupted trip.

Option 2: Overnight Accommodation

We will pay the costs for bed and breakfast for one night only. **We** will pay up to £150 for each person (up to a maximum of £500).

Option 3: 24-Hour UK Hire Vehicle

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

Emergency Driver

In addition to the benefits above, if the **driver** cannot drive because of an injury or illness acquired during a **journey**, and there is no one else able or qualified to drive the **vehicle**, **we** will provide, and pay for, a **driver** to finish the **journey** or return the **vehicle** and passengers to the place **you** were originally travelling from.

What is Excluded?

- A **breakdown** at or within 1 mile from **your home**.
- Anything mentioned in the General Exclusions (see Section G).

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Section C - Homestart

The cover in this Section applies in addition to the cover shown in Sections A and B. It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

What is Covered?

If the **vehicle** breaks down anywhere at or within 1 mile from **your home**, **we** will arrange and pay for a **breakdown vehicle** to come to where **you** are for up to one hour to try to get the **vehicle** working again.

If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver** and up to seven people to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. **You** must pay the costs of any repairs.

What is Excluded?

- Roadside labour charges in excess of one hour.
- Any labour charges incurred at the repairer's premises.
- The cost of replacement parts, fuel or other materials used in the repair.
- Toll and sea transit charges for the insured **vehicle**.
- A **breakdown** which occurs outside of the UK.
- Anything mentioned in the General Exclusions (see Section G).

Section D - 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**, an accident or an act of vandalism within the **territorial limits** and within the **period of insurance**. **You** can request up to two messages per **breakdown**.

Section E1 - Misfuelling within the UK

The cover in this Section applies in addition to the cover shown in Sections A or B or C.

What is Covered?

- Draining and flushing the fuel tank on site using a specialist roadside assistance or recovery of the **vehicle**, the **driver** and up to seven passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- Up to a maximum number of 3 claims per annum, per **vehicle**.
- Up to a maximum value of £250 per claim.
- If **you've** put the wrong fuel in and it has damaged the engine **we** will cover expenses up to £1500. For this benefit only, the maximum number of claims is 1 per **period of insurance**, per **vehicle**.

What is Excluded?

- Any costs in excess of £250 per claim (or £1,500 where the **misfuelling** has damaged the engine).
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- Any **misfuelling** which occurs outside the UK.
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum.
- The cost of hiring an alternative **vehicle** or overnight accommodation in the event mechanical or component damage.
- Any defect which is deemed NOT to be a direct result of **misfuelling** or a defect which existed before the incident of **misfuelling**.
- More than three **misfuelling's** or one payment towards the cost of engine repairs in any **period of insurance**.
- Anything mentioned in the General Exclusions (see Section G).

Section E2 - Lost or Broken Keys and Locks

The cover in this Section applies in addition to the cover shown in Sections A or B or C.

What is Covered?

We will pay up to £50 towards the cost of replacing or repairing a lost or damaged key or lock.

What is Excluded?

- Any costs in excess of £50 per claim.
- Any costs in respect of replacement batteries.
- Any costs which do not result in a valid claim under Section A.

Section F - European Breakdown

The cover in this Section will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

F1 - Before travel abroad starts

The benefits shown under Section F4 below also apply in the UK, as long as **you** break down during **your journey**.

F2 - Help at the roadside and towing in Europe

What is Covered?

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

What is Excluded?

- Any **breakdown** which occurs more than 90 days after the start of the **journey**.

- **We** will not pay any amounts for making the **vehicle** secure or any other costs relating to the repair of **your vehicle** once **you** have returned to the UK.
- Roadside labour charges in excess of one hour.
- Any labour charges incurred at the repairer's premises (except as shown following the theft of attempted theft of **your vehicle**).
- The cost of replacement parts, fuel or other materials used in the repair (except as shown following the theft of attempted theft of **your vehicle**).
- Toll and sea transit charges for the insured **vehicle**.
- The cost of draining or removing contaminated fuel.
- Anything mentioned in the General Exclusions (See Section G).

F3 - Delivering replacement parts

What is Covered?

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

What is Excluded?

- Any **breakdown** which occurs more than 90 days after the start of the **journey**.
- The actual cost of replacement parts and any customs duty. **You** must pay **us** this using a credit card or debit card or any other payment method **we** agree is suitable.
- Any amount for getting parts, if the replacement parts can be bought locally.
- Anything mentioned in the General Exclusions (See Section G).

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F4 - Not being able to use your vehicle

What is Covered?

If during **your journey your vehicle** breaks down and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, **we** will arrange and pay for the most appropriate solution from one of the following options:

- To move **you, your** passengers and **luggage** to where **you** were originally travelling to, and then, once **your vehicle** has been repaired, take **you** back to **your vehicle** or bring **your vehicle** to **you**; or
- The cost of hiring another car (up to 1600cc) while **your vehicle** is being repaired. **We** will pay up to £70 a day and £750 in total, as long as **you** are able to meet the conditions of the hire-car company; or
- **We** will pay up to £500 for bed and breakfast costs of up to £40 for each person each day while **your vehicle** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** can't get **your** money back.

What is Excluded?

- Any **breakdown** which occurs more than 90 days after the start of the **journey**.
- The cost of fuel or lubricants **you** use in the hire car.
- Replacement parts.
- Any insurance **you** have to pay to the hire-car company.
- Anything mentioned in the General Exclusions (See Section G).

F5- If you become ill or injured and can't drive

What is Covered?

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

What is Excluded?

- Any **breakdown** which occurs more than 90 days after the start of the **journey**.
- Anything mentioned in the General Exclusions (See Section G).

F6 - If you can't use your own vehicle to get home

What is Covered?

If after a **breakdown your vehicle** is still not repaired or safe to drive when it is time for **you** to go home, and **your vehicle** could not have been repaired before it was time for **you** to go home, **we** will:

- pay for suitable transport to get **you, your** passengers and **your luggage** to **your home**.
- up to £150 towards other travel costs in the UK while **you** wait for **your own vehicle**.
- **we** will also pay storage charges (up to £100) while **your vehicle** is waiting to be repaired, collected or taken to the UK.

We will then arrange the most appropriate solution from the following options:

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

What is Excluded?

- Any **breakdown** which occurs more than 90 days after the start of the **journey**.
- Any costs **you** would have paid anyway for travelling home.
- The costs of returning **your vehicle** to the UK if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the UK, after the **breakdown**.
- The costs of returning **your vehicle** to the UK if repairs can be done locally and **you** are not willing to allow this to happen.
- Anything mentioned in the General Exclusions (See Section G).

Section G – General Exclusions

1. During any 12-month period **we** will not be responsible for:
 - a) more than two claims which arise from a common fault on the same **vehicle**.
 - b) more than six claims in total under each policy.

These limits exclude UK **misfuelling** claims (Section E), where the maximum limit is 3 claims, unless **misfuelling** caused damage to the engine where the maximum limit is 1 claim.

If **you** need **our** help more than the number of claims allowed on **your** policy in a 12-month **period of insurance** or more than twice for the same fault on the same **vehicle**, **you** will have to pay for the services **we** provide. **We** will ask for a credit card number or debit-card number before **we** help **you**.

2. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under Section A, which are available immediately.
3. The cost of paint-work and other cosmetic items.
4. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided.
5. Labour costs for more than one hour of roadside help, except the **vehicle** has been stolen or an attempt has been made as shown in Section F2.
6. The cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
7. Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
8. Any call-out or recovery costs after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
9. Any toll or ferry fees incurred by the **driver** or the **driver** of the recovery **vehicle**.

10. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
11. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
12. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to, unless negligence on **our** part can be shown (for example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand).
13. Loss or damage to personal possessions **you** leave in **your vehicle**.
14. Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this it will be completely at **your** own risk and cost.
15. Any costs for **vehicles** that have broken down or were not safe to drive when cover was taken out.
16. The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. This does not apply if the **vehicle** is not designed to carry a spare wheel. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver** is not able to provide a key to do this.
17. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
18. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
19. Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
20. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 7 metres, higher than 3.0 metres or wider than 2.25 metres.

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21. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
22. **We** will not be responsible for any goods the **vehicle** is carrying and it is **your** responsibility to organise the recovery or removal of these goods.
23. Any claim that comes from:
 - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
 - any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
24. Any claim that occurs as a result of a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
25. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
 - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
26. Loss or damage caused by war, revolution or any similar event.
27. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which are outside **our** reasonable control, such as severe weather conditions or industrial action.
28. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.

Section H – General Conditions that apply to all parts of this policy

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and a valid road fund licence/tax. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be under 17 years old since first registration for European Assistance (Section F).
2. If **we** arrange for temporary roadside repairs to be carried out after damage **breakdown** of the **vehicle**, or **we** take the **vehicle** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
3. **You** are responsible for keeping the **vehicle** and its contents safe at all times. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
4. **You** must quote **your vehicle** registration number when **you** call for help and be able to provide information relevant to **your breakdown** policy needed by the repairer, recovery specialist or **our** chosen agent which is outlined at the beginning of the policy.
5. **You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way.
6. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
7. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
8. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached to the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel.
9. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limits.
10. Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to the **vehicle** **you** incur if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise the **vehicle** so it may be driven to a suitable facility to enable a permanent repair to be carried out.
11. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery **vehicle** to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
12. **You** will have to pay for any parts or other products used to repair the **vehicle**.
13. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
14. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
15. **You** must give **us** full details of the other supplier and **we** will only pay **our** fair share of the claim.
16. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a hire car (up to 1600cc), but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire-car company to hire a **vehicle**.
17. This insurance contract is between **you** and **us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.

Complaints Procedure

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 that **you** did not receive the standard of service **you** expect.

We hope **you** will be completely happy with this insurance but if something does go wrong, **we** would like to know about it.

We will do **our** best to resolve the issue and make sure it doesn't happen again. This complaints procedure does not affect **your** statutory rights.

Complaints about the Sale of this Insurance

If **you** have any concerns regarding the sale of this insurance, please contact **your** insurance broker.

Complaints about this Insurance

Auto Legal Protection Service Limited (ALPS) aim to give **our** insured a high level of service at all times. However if **you** have a complaint about **your** policy please contact:

ALPS Road Rescue Complaints, ALPS Limited, Sunnyside Mill, Highfield Road, Congleton, Cheshire CW12 3AQ.
Telephone: 01260 241555
Email: complaints@alpsltd.co.uk

We will contact **you** within three working days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take **us** longer than four weeks **we** will tell **you** when **you** can expect an answer.

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Alternatively, at any stage, **you** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million. Further information can be found at: <http://www.financial-ombudsman.org.uk/default.htm>

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.
Telephone: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **you** have to take action against **us**.

Financial Ombudsman Service

If **we** are unable to resolve **your** complaint and reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service. Please contact:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.
Telephone: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** may be entitled to compensation from the scheme if the insurer cannot complete their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

Data Protection

We are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** website at www.amtrusteurope.com.

How we use your personal data and who we share it with

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this

may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

Disclosure of your personal data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International transfers of data

We may disclose **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

Your rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.