



## BREAKDOWN RECOVERY



## Your policy document

Welcome to your ERS policy document. To know exactly what your insurance covers with us, please make sure to read this document carefully. You should read it alongside any schedule you've received from ERS or your administrator.

If you have any questions about your cover, please contact your administrator directly.

This insurance is written in English and any communications we send you about it will be in English.

The law of England and Wales will apply to this contract unless:

- You and we agree otherwise; or
- At the start date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.

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## Our agreement - your Insurance

This document is a legally-binding contract of insurance between you (the insured) and us (ERS). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

Signed for and on behalf of ERS



Mark Bacon  
Active Underwriter

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## Introduction

EuroRescue is a car breakdown & recovery insurance designed to help keep you and your party mobile during the holiday period. It is not a replacement for a motor insurance policy and does not provide cover for bodywork repairs following an accident or theft. EuroRescue is not a maintenance policy and therefore does not cover the costs of parts or the cost of non-emergency repair work such as routine servicing or diagnostic tuning.

## Definitions

*Wherever these key words appear in this document, they will have the meanings defined below.*

- **Breakdown(s)** -- mechanical or electrical breakdown (failures or breakages), flat batteries, punctures, lack of fuel, lost ignition keys or damage which is caused by an accident, vandalism or theft and results in you not being able to drive your vehicle
- **Document of Insurance** - this booklet together with the schedule, form your EuroRescue Breakdown Recovery Document of Insurance
- **ERS** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.
- **Overall limit of cover** - the most we will pay is the amount shown under the individual service which applies.
- **Period of insurance** - the period of time covered by this insurance (as shown in the policy schedule).
- **Territorial Limits** -
  - **United Kingdom (UK)** - Restricted to direct outbound and inbound journeys to and from your home to your point of departure from the UK when you leave and return to your home in connection with your journey outside the UK.
  - **Europe** - Continental Europe, including: Andorra, Austria, Belgium, Croatia, Czech Republic, Denmark, France, Germany, Gibraltar, Greece, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Slovakia, Slovenia, Spain (including Balearics), Sweden or Switzerland
- **The administrator** - Right Choice Insurance Brokers (RCIB) St James House, 27-43 Eastern Road, Romford, Essex, RM1 3NH.
- **The service** - the type of service which applies, as shown on the schedule.
- **Your vehicle I the vehicle I insured vehicle** - any vehicle specified in the schedule and any caravan or small trailer attached at the time of the breakdown and used for private purposes only, as long as you have paid the appropriate premium.

*Note: A small trailer is a trailer not more than 10 feet long.*

- **We, us, our** - ERS.
- **You, your** - the person named as 'the Insured' in the policy schedule.

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## Breakdown Helplines

Whilst we hope that your holiday will be incident free, should your vehicle break down, you must call the 24-hour Rescue Control Centre, as shown below.

Please note that it is not always possible to provide automatic hire cars or accessories such as bike racks, luggage racks or tow bars.

Please make sure you call from a place of safety.

**Please avoid reverse charge calls - where necessary arrangements will always be made to ring you back.**

If you have hearing or speech difficulties, you can use our SMS text messaging service on 07786 204387 when calling from the UK or Europe.

### UK Calls

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If your vehicle breaks down, you can call the 24-hour Rescue Control Centre on: **0800 783 5153 or 01277 720748** where trained staff will deal with your request quickly.

**Please have the following information available:**

- Your name and document number.
- The phone number from which you are calling.
- The location of the broken-down insured vehicle including road numbers or names and landmarks.
- The registration number, make, model and colour.
- Any vehicle modifications which may be relevant to the recovery of the insured vehicle.

**Please stay with your vehicle until a rescue vehicle arrives.**

**Remember to keep all vouchers, invoices and receipts and other documents which may be relevant to your claim. Any claims must be notified in writing, as soon as possible, and in any event within 14 days of the occurrence to:**

Euro Rescue  
Axis Court,  
North Station Road,  
Colchester,  
Essex,  
CO1 1UX.  
Tel No: 01277 720748

### CALL RECORDING

To help provide a first class service, telephone calls may be recorded.

### Messages

On request, a message will be passed on to family or colleagues to let them know about the breakdown.

## EuroRescue Motoring Assistance in Europe

Please read the details carefully to ensure that you are fully covered, and remember to follow any rules and procedures laid down in respect of servicing the vehicle and making a claim. (See General conditions 1 and 2 on page 10)

If you have paid the premium, this insurance will provide the benefits described below if your vehicle breaks down and cannot be driven as a result of mechanical or electrical breakdown (failures or breakages) or damage which is caused by an accident, fire or theft. Such breakdown must occur within the continent of Europe, including Andorra, Austria, Belgium, Croatia, Czech Republic, Denmark, France, Germany, Gibraltar, Greece, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Slovakia, Slovenia, Spain (including Balearics), Sweden or Switzerland. The period of cover is shown in the schedule and will start from the time you leave home to begin your travel period and will end when you arrive back home after your journey.

Benefits	Service		
	EuroBreak	EuroRescue	EuroRescue Plus
Roadside assistance & garage repairs	£100	£150	£200
Recovery to nearest garage or rail head	Unlimited*	Unlimited*	Unlimited*
Spare Parts Costs	NIL	NIL	£100
Spare Parts location and freight cost	£100	£200	Unlimited*
Garage storage costs	£100	Unlimited*	Unlimited*
Hire Car	£50 per day (£150 in all)	£70 per day (£800 in all)	£100 per day (£1,800 in all)
Rail or Coach Fares to continue the holiday and return home	Unlimited*	Unlimited*	Unlimited*
Emergency accommodation costs	£25 per person per night	£30 per person per night	£40 per person per night
Recovery of car to home address, if it cannot be repaired before your planned return date.	Unlimited*	Unlimited*	Unlimited*
Replacement driver if sole available driver becomes ill	£100 per day (£300 in all)	£100 per day (£500 in all)	£100 per day
Emergency Repairs to secure car after break-in	NIL	£75	£150
Tent hire following theft or damage (excluding weather damage)	NIL	£100	£30 per person per night
Telephone calls	NIL	£10	£15
Car collection cost after repair	Economy return ferry or tunnel fare	Economy air fares plus £50 costs	Economy air fares plus £150 costs
UK Car Hire Benefits	NIL	NIL	£200
Court Bonds	NIL	£1,000	£1,000
Customs Duties	NIL	£2,000	£3,000
General Average/Salvage	NIL	£2,000	£3,000
Legal Expenses	NIL	£1,000	£3,000
*Overall limit of cover	£1,000	£2,500	£5,000

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## Section 1 - Vehicle breakdown recovery

### You will have cover for the following.

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1. Miscellaneous costs incurred in arranging immediate emergency local help following a breakdown, which enables the vehicle to be repaired and the journey continued. **(The cost of replacement parts will not be covered).**

EuroRescue Plus only - the cost of replacement parts is covered but excluding parts subject to routine maintenance or periodic repair or replacement such as tyres, batteries, exhaust systems and the like.

2. If the vehicle is out of use for a period of more than 8 hours as a result of a breakdown or due to death, serious injury or serious illness of the only available driver, we will refund the following costs and expenses as long as they are as a direct result of the breakdown or illness and are paid immediately after the breakdown or illness.
  - a). The cost of recovery of the vehicle to the nearest garage or railway.
  - b). The cost of storage of the vehicle at a garage.
  - c). Freight costs to obtain any replacement part which is not available locally.
  - d). The cost of **one** of the following:
    - hiring one equivalent vehicle;
    - hiring one chauffeur in the event of a serious illness of the only available driver in your party;
    - standard-class rail fares so that you and your party can finish your journey or return home.
  - e). Extra hotel accommodation costs for you and each member of your party incurred during the journey to and from the holiday location. (We will not pay any amount for meals or drinks).
  - f). The cost of recovering the vehicle to your home if it cannot be repaired before your planned return date **or** costs incurred in travelling from your home or holiday location to the scene of the breakdown to collect the vehicle after repair. (Such cost must not be more than economy class air fare plus miscellaneous additional expenses.)
  - g). The cost of emergency repairs to secure the vehicle in the event that it is damaged by attempted theft or break-in. (a police report will be required).

- h). Extra hotel accommodation or tent hire costs in the event that your own tent is stolen or damaged (excluding weather damage).
- i). The cost of hiring an equivalent vehicle, if your vehicle is still out of use when you return to the United Kingdom.
- j). The cost of necessary telephone calls.

**The most we will pay for each benefit is the amount shown on page 6 under the service which applies.**

## Exceptions to section 1

### 1. The Section does not cover

- Breakdowns due to lack of petrol, oil, water or frost damage or the use of the vehicle for racing, pacemaking, or being in any contest or speed trial or any rigorous reliability testing;
  - the cost of any repair apart from repairs covered under Section 1 Sub-section 1);
  - the cost of spare parts or emergency windscreens;
  - expenses incurred in ordering incorrect replacement parts where this is due to insufficient or wrong information being given by you; or
  - the cost of returning hired vehicles to the hire company.
2. If the vehicle suffers damage and it is considered to be a write-off (the cost of repairs are greater than the market value of the vehicle) sub-section 2(f) will not apply where the vehicle has comprehensive motor insurance. Where the vehicle is subject to third party insurance, cover will be limited to the market value of the vehicle. If this situation arises, we reserve the right to conduct negotiations direct with the motor insurers.

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## Section 2 - Customs Duties and Bail Bonds

### **We will provide cover:**

- If a court Bond is required to secure your release from custody following an accident involving your vehicle during the period of insurance.
- For customs duty following, loss or damage to the vehicle  
You must tell the Police within 24 hours of the loss occurring.

**The most we will pay for each benefit is the amount shown on page 6 under the service which applies.**

## Exceptions to section 2

### **The Section will not apply:**

- If cover is provided under the motor insurance for the vehicle.
- If you do not comply with any of the terms of release or any other conditions which are applied by the relevant Authority and the Court or Customs Bond is forfeited. (You must reimburse us for any amounts paid.)

## Section 3 - General Average

We will pay for any sum which you may become liable to pay as a contribution to general average and salvage charges incurred as a result of the vehicle being transported by a recognised sea route of not more than 65 hours.

**The most we will pay for each benefit is the amount shown on page 6 under the service which applies.**

## Section 4 - Legal Expenses

We will pay for legal costs and expenses arising out of an accident occurring during the course of the journey or holiday involving the vehicle (including any costs and expenses incurred in an attempt to recover uninsured losses).

We will conduct negotiations through such agency as we may appoint and have the power to decide when negotiations should discontinue as they are beyond the point of being usefully pursued.

**The most we will pay for each benefit is the amount shown on page 6 under the service which applies.**

## Exceptions to section 4

### **The section does not cover**

- Any fees or expenses incurred before the claim has been notified.
- Any fees or expenses for any claim arising from or in connection with a contract of insurance, the payment of fines, business activities or legal action to recover amounts less than £100.



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## General exclusions

### **This insurance does not cover the following.**

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1. Any results of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military or usurped power
2. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
  - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly; or
  - pressure waves caused by aircraft and other flying objects.
3. Compensation due to delays to transport services
4. Any liability loss or damage that is also covered by any other insurance or organisation.
5. Loss of or damage to the vehicle or its contents, or any valuables carried in the vehicle.
6. The cost of recovering the vehicle and its passengers if the vehicle can be repaired within a reasonable period of time at or near the place where it has broken down.
7. The cost of any parts, emergency windscreens, components or materials used to repair the vehicle.
8. Any costs or expenses for any service which is not arranged by the Rescue Control Centre.
9. Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
10. Any request for service if the vehicle is off-road or cannot be reached due to snow, mud, sand or flood.
11. Any liability, loss or damage arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000.

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# General conditions

- *What we expect for your cover to be valid*

1. You must ensure that the vehicle is in an efficient and roadworthy condition at the start of the journey or holiday and it has been regularly serviced by a garage or yourself in accordance with the manufacturer's recommendations.
2. You must keep all vouchers, invoices and receipts and other documents which may be relevant to your claim. Any claims must be notified, in writing, as soon as possible, and in any event within 14 days of the occurrence to EuroRescue providing full information as to the time, place and circumstances.
3. **If you have purchased annual cover you must not use your vehicle outside the United Kingdom for more than 31 days in a row or more than 90 days in total during the period of insurance.**
4. Any documentary evidence and details we require must be provided. You must also have a medical examination if requested to do so.
- s. You must take reasonable care for the safety and supervision of the vehicle and if loss or damage occurs whilst it is in the care of a transport company, authority, garage or hotel, the loss or damage must be reported, in writing, to such transport company, authority, garage or hotel.
6. You must take all reasonable and practical steps to recover the vehicle if lost or stolen and to discover any guilty person or persons.  
We can:
  - take over, conduct defend or settle any claim; and
  - take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance. We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we must use must co-operate with us on any matter which affects this insurance.
7. You must take all reasonable steps to avoid or minimise any loss arising out of a claim under this insurance. Claims arising directly out of financial incapacity will not be covered.
8. Once your journey has commenced and the cover under this insurance begins you will not be entitled to any refund of premium.
9. We will only provide the cover described in this insurance if:
  - You have met all the terms and conditions in this document of insurance;
  - the information you have given to us is, as far as you know, correct and complete. {Any payment made under this insurance will be based on the original information given to us.)If you have failed to give us complete and accurate information or have not met the terms and conditions, this could lead to your claim being denied or the insurance not being valid.
10. If we incur additional costs beyond the scope of the service which applies, you must reimburse these costs on demand and within 14 days.
11. If we accept your claim, but disagree with the amount due to you, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
12. You must carry a spare set of vehicle keys and a roadworthy spare tyre with your vehicle at all times, except where one is not fitted as standard manufacturers equipment. If your vehicle is fitted with locking wheel nuts you must also carry the key/tool to remove them.
13. If you need to contact us you should do so through the administrator's. Their address is:  
Right Choice Insurance,  
St. James House,  
27 - 43 Eastern Road,  
Romford, Essex RM1  
3NH. Phone: 0345 241  
1357  
Email: [contact@eurorescue.co.uk](mailto:contact@eurorescue.co.uk)

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## **Misrepresentation**

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Where we identify misrepresentation or fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we may apply one or more of the remedies listed below:

- Agree with you to: amend your policy to record the correct information, apply any required change in; premium, policy terms and conditions.
- Apply any administration costs.
- Reject or pay only a proportion of your claim.
- Cancel the policy.
- Void the policy (which means to treat the policy as though it never existed).
- Not return to you any premium paid.

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# Important notices and Information

## Data Protection Notice

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This section contains important information about your personal details. Please make sure to show it to anyone covered by the policy.

We will process the details you have given us in line with the Data Protection Act 1998 (as amended from time to time) and any other laws that apply. Your information may also be processed outside the European area. In all cases we will make sure that your information is adequately protected.

To assess the terms of your insurance contract, or to deal with any claims, we may need to share information like your name, address, date of birth and it could include details of any medical conditions or criminal convictions. The Data Protection Act 1998 classifies this kind of information as 'sensitive'. We may pass this information on to other organisations that we have carefully chosen as well as other companies in the ERS group.

If you pay your premiums via a credit facility, we may share your information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. We share information with other insurers, certain government organisations and other authorised organisations.

By accepting this insurance you consent to such use of your personal data.

## Insurance underwriting

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We look at the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that we can:

- Consider whether to accept a risk;
- Make decisions about providing and dealing with insurance and other related services for you and members of your household;
- Set price levels for your policy;
- Confirm your identity to prevent money laundering; and
- Check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
  - When you apply for insurance;
  - If there is a claim; or
  - At the time you renew the policy.

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# Delivering quality insurance solutions

- How to make a complaint if things go wrong

## Our promise to you

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We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. The address is ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW. Tel: 0345 268 0279 Email: [complaints@ers.com](mailto:complaints@ers.com)

If you are not satisfied with our response you may ask the Complaints department at Lloyd's to review your case. The address is

Complaints Department,  
Lloyd's, One Lime Street  
London  
EC3M 7HA  
Tel: 020 7327 5693.  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service (FOS.) The address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR.  
Tel: 0800 023 4567.  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

If you have any questions, about complaints please contact the Company Secretary at:

ERS Insurance Group Limited  
52-54 Leadenhall Street  
London EC3A 2BJ.

## About ERS

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ERS {Syndicate 218 at Lloyd's} is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. {Registered number 204851}.

ERS Syndicate Management Limited is registered in England and Wales number 426475. The registered office is 52-54 Leadenhall Street, London EC3A 2BJ.

## Financial Services Compensation Scheme (FSCS)

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As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law {such as third party insurance for motor claims}, the scheme will cover the whole claim. You can get more information about the scheme from the FSCS via:

Financial Services Compensation Scheme  
10<sup>th</sup> Floor, Beaufort House  
15 St Botolph Street  
London EC3A 7QU  
Tel: 0800 678 1100 or 0207 741 4100.  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

# IN THE EVENT OF A BREAKDOWN

## UK Breakdown:

If your vehicle breaks down, you can call the 24-hour EuroRescue Control Centre on: 0800 783 5153 or 01277 720748, where trained staff will deal with your request quickly

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## EU Breakdown:

If your vehicle breaks down, you can call the 24-hour EuroRescue Control Centre on: 00 800 999 00 999 or 00 44 (0) 1277 235 999 where trained staff will deal with your request quickly

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Please have the following information available:

- Your name and document number.
- The phone number from which you are calling.
- The location of the broken-down vehicle including road numbers or names and landmarks.
- The registration number, make, model and colour.
- Any vehicle modifications which may be relevant to the recovery of the insured vehicle

Phone us using the 24 hour helpline numbers

### CALL RECORDING

To help provide a first class service, telephone calls may be recorded.

Remember to keep all vouchers, invoices and receipts and other documents which may be relevant to your claim. Any claims must be notified, in writing, as soon as possible, and in any event within 14 days of the occurrence to:-

EuroRescue  
Axis Court  
North Station Road  
Colchester  
Essex  
CO1 1UX  
Phone: 01277 720748

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