

YOUR SCHEDULE OF BENEFITS DETAILS THE SECTIONS OF THIS DOCUMENT UNDER WHICH YOU ARE COVERED

Vehicle Breakdown Insurance arranged by Acumus Insurance Solutions Limited with UK Underwriting Limited on behalf of Fortis Insurance Limited.

Fortis Insurance Limited. Registered in England No. 354568. Registered office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA

Acumus Insurance Solutions Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Acumus Insurance Solutions Limited and UK Underwriting Limited are both part of the Primary Group of Companies.

This document only constitutes a valid insurance policy when it is issued in conjunction with a valid policy number between 30.10.2009 and 29.10.2010. All policies must expire prior to the 29.10.2011.

SCHEDULE OF BENEFITS

Section	Description	Limit	Excess
1	Before Travel Starts	Up to £750	Nil
2	Roadside Assistance & Emergency Repair (inc. Garage Labour Costs)	Up to £350 Up to £100	Nil
3	Emergency Car Hire and Alternative Travel Arrangements	Up to £750	Nil
4	Emergency Accommodation	Up to £500 (per person)	Nil
5	Vehicle Recovery inc. Storage of Vehicle Collection of Vehicle Costs Cost of replacement driver	Up to Market Value Up to £100 Up to £600 Cost of driver	Nil
6	Delivering Spare Parts	Cost of delivery of parts	Nil
7	Legal Defence	Up to £25,000	Nil
8	Advance of Funds	Up to £4,000	Nil
9	Theft	Up to £175	Nil
10	Caravan and Camping	Up to £400 (per person)	Nil

READ ME FIRST

YOUR RIGHT TO CANCEL

We hope you are happy with the cover this policy provides. However, if after reading this policy document wording, this insurance does not meet your requirements, please return it within 14 days of issue and we will refund your premium provided no claims have been made on the policy during that time and you have not travelled. Thereafter you may cancel the policy at any time, however no refund of premium shall be made.

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to ensure their travel insurance requirements are covered.

Mobile Telephones

Mobile telephones are convenient, but expensive. Even if you ask someone to call you back on your mobile telephone, you may still have to pay the bill. You will also be charged for calls made on a mobile telephone via a freephone number.

For these reasons we ask that wherever possible you contact Green Flag from a public call box. If it is absolutely essential that you do use a mobile telephone, then we will, at our option, reimburse the charges to a maximum of £25, if we believe they have been reasonably incurred.

Motorways

In several parts of Europe, if you breakdown on a motorway or other major public road, police will answer the phones. They will arrange for a local recovery company to send a recovery truck to you without contacting us. Very few of these local recovery agents have any link with UK motoring organisations and you may well have to pay for this assistance on the spot. If you keep a receipt, we will refund the cost of assistance, including towing charges and time the mechanic has spent working on the insured vehicle at the roadside subject to the limit of your cover. We will not pay for any spare parts used.

POLICY PERIODS

Period of Cover – Single Trip

The number of days you will be travelling as declared by you at the time of purchase and shown on the schedule, up to a maximum of 183 days. Cover will commence when you leave a UK port. You must take cover for the whole duration of your trip but cover will finish either at the end of the period shown or as soon as you return home, even if this is earlier than the period shown. We may agree to extend the period of cover, if your return is unavoidably delayed.

Period of Cover - Annual Cover

Where purchased, provides cover for an unlimited number of motoring trips in your insured vehicle within the dates specified on your schedule.

Each individual trip must not exceed 31 days duration in total. This period is calculated from the time of your departure from home to your return home.

HELP US TO HELP YOU

Following an event, you are responsible for reporting it immediately by contacting the Control Centre using the emergency number below. You must do this even if you do not need assistance immediately unless you have contacted the motorway police, in which case you must contact us as soon after the event as possible. You should not contact any garage or recovery operator direct. We are not responsible for the actions or costs of garages, recovery firms or emergency services acting on your instructions or the

instructions of anyone acting for you:
0800 4000 6153

If you are unable to reach the Control Centre on the freephone number then you can also try the STD number, which is
from the UK 0141 349 1078
from Europe +44 141 349 1078

Continental dialling tones can differ from the British one. Insert coins carefully, giving each one time to drop. Dial steadily and without any long pauses, except if you have to wait for a second dialling tone. Connection can take up to a minute. Any persistent tones or recorded messages in a foreign language will mean your call has not connected, so try again. In Belgium, Spain and France you must wait for a second tone after the first two digits.

You will be asked to quote the P&O reference shown on your policy schedule.

You must provide as much detail as you can about what has happened, where you are, and your intended travel route.

You must keep a note of the telephone charge to claim back later.

POLICY DEFINITIONS

Wherever the following words or phrases appear in bold within this policy they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

Event

A road accident, breakdown, vandalism, fire or theft involving the insured vehicle occurring during the period of cover which results in the insured vehicle being immobilised or dangerous to drive.

Act of terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone, or on behalf of, or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Consequential loss - Unless we provide cover under this insurance, any other loss or damage or additional expense following on from the event for which you are claiming is not covered. Example of such loss, damage or accidental expense would be the cost of replacing locks after losing your vehicle keys or loss of earnings as a result of your vehicle being out of use.

Underwriter, We, Our, Us

UK Underwriting Ltd on behalf of Fortis Insurance Limited.

You, Your, Your Party

The person shown as the insured on the schedule, or any person driving the insured vehicle with your permission, up to a maximum of 9 people (including the drivers). Cover excludes hitch-hikers.

Insured Vehicle

A vehicle registered in the United Kingdom which is under 11 years old since first registration (or under 16 years old since first registration, if you have paid the appropriate additional premium). We have agreed to cover and which is shown on the schedule, provided it:-

- Is either a car, light van, motorised caravan or motorcycle which is owned by or the responsibility of you.
- Carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 8 people including the driver.
- Is not more than 3,500kg in weight, when loaded
- Is not more than 7m in length (excluding any tow bar)
- Is not more than 3m in height (in total)
- Is not more than 2.3m in width.
- Is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable.

You must do all that you can to make sure the vehicle is safe to drive. The vehicle must be regularly serviced in line with manufacturer's recommendations, carry a serviceable spare wheel and tyre if part of the original car specification and be in a roadworthy condition at the start of any trip. We may ask for proof that the vehicle was roadworthy.

Where you have paid the appropriate extra premium cover extends to include a caravan or trailer of standard make that meets The Motor Vehicles (Construction and Use) Regulations 1978, is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the vehicle.

PLEASE NOTE: COVER FOR CARAVANS AND TRAILERS IS LIMITED TO SECTION 2, 4, 5, 7 AND 9
We do not cover any attachments, or accessories to the insured vehicle.

Market Value

The UK value of the insured vehicle, after the event but before any repairs have been carried out, as provided by an appropriate authority and independent of any valuation for motor insurance purposes.

Pet(s)

Dog or cat.

Territorial Limits

France, Germany, Belgium, Luxembourg, the Netherlands, Andorra, Austria, Balearics, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Malta, Monaco, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar, Republic of Ireland, Isle of Man and the Channel Islands, but not the United Kingdom other than during the direct journeys between your home and your international departure point.

United Kingdom. UK

UK means England, Wales, Scotland and Northern Ireland.

Home

Your residential address in the United Kingdom which includes any usual parking place.

Luggage

Suitcases, bags and trunks as would be normally packed for a journey / holiday. This excludes any equipment, fixtures and fittings, furnishings or accessories normally associated with the **insured vehicle** (including any trailer/caravan), goods, livestock, items of furniture, plant and equipment.

COVER

This is to certify that the **underwriter**, in consideration of the premium specified in **your** schedule, agrees to indemnify the Insured on this policy of Insurance in respect of:

COVER 1 – BEFORE TRAVEL STARTS

▲ What Is Covered:

- If **you** cannot use the **insured vehicle** because of an **event** which happens within 7 days of when **you** were due to start **your** trip and **we** reasonably believe that the **insured vehicle** cannot be repaired before **you** leave; or
- the **insured vehicle** is stolen and not recovered in a roadworthy state before **you** leave.

We will pay up to £750 towards the cost of hiring another vehicle for the purpose of carrying out the planned trip, including any costs for delivery, insurance, and any other compulsory charges which the hire car provider may make.

Please remember

You must follow the usual conditions of the vehicle hire company selected. These will usually include:

- the need to have a current full driving licence with **you** at the time of hire;
- limits on acceptable endorsements;
- a cash or credit card deposit e.g. for fuel;
- drivers to be within the appropriate age limits for hire and to have held a full driving licence for at least 12 months.

If **you** cannot meet the above requirements quickly, then this will result in a delay in obtaining a hire vehicle, and may result in **you** not being able to obtain a hire vehicle.

In some cases, **you** will have to pay for vehicle hire services locally. If this happens, **we** will give **you** a refund (up to cover limits) as long as **you** provide all necessary paperwork and have received approval from the Green Flag Control Centre.

We will use **our** best endeavours to provide **you** with a replacement vehicle. However, **we** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. In particular, no guarantee can be made of 24 hour vehicle replacement.

No guarantee can be made that there will be tow bars, roof racks, roof boxes, bike racks or other accessories on hire cars or that automatic transmission vehicles will be available. Similarly **we** cannot guarantee the availability of comfort features such as air conditioning.

NOTE: **You** may be able to transfer bike racks or roof boxes to **your** hire vehicle.

▼ What Is Not Covered:

We will not pay for the following in addition to the general exclusions on page 4 in connection with claims made under cover 1.

- The cost of any fuel **you** use in the hire vehicle. Usually **you** will be supplied with a vehicle that has a tank full of fuel, and it will be expected that it should be returned in the same condition. If not **you** will have to pay for fuel costs plus an administrative charge which **we** will not pay back.
- Any ferry charges, road tolls, parking charges, and parking and motoring fines incurred during the time that a hire vehicle is allocated to **you**.
- Any claim resulting from breakdown if **you** have bought this insurance within 7 days of **your** scheduled departure date, or if the actual or imminent breakdown is discovered in the course of a service carried out within 7 days of the scheduled departure date.

COVER 2 – ROADSIDE ASSISTANCE AND EMERGENCY REPAIR

▲ What Is Covered:

We will arrange emergency help for **you** and cover costs within the following limits for:

- Roadside assistance, towage and garage repairs up to £350 overall maximum. This includes a contribution of up to £100 for labour costs at a garage within this total amount.

Please remember

In several parts of Europe, if **you** break down on a motorway or other major public road, police will answer the phones. They will arrange for a local recovery company to send a recovery truck to **you** without contacting **us**. Very few of these local recovery agents have any link with **UK** motoring organisations and **you** may well have to pay for this assistance on the spot. If **you** keep a receipt, **we** will refund the cost of assistance, including towing charges and time the mechanic has spent working on the car at the roadside. Once **you** have been taken from a motorway or major public road to a place of safety such as a local garage or motorway service station, please contact **us** to advise **us** of the **event**.

▼ What Is Not Covered:

We will not pay for the following in addition to the general exclusions on pages 3 & 4 in connection with claims made under cover 1:

- The cost of spare parts and materials used in providing this service

COVER 3 – EMERGENCY CAR HIRE AND ALTERNATIVE TRAVEL ARRANGEMENTS

Following an **event**, if the repairer estimates that the repairs to **your insured vehicle** will take more than eight hours, **we** will cover **your** reasonable and necessary costs for alternative travel as set out below.

▲ What Is Covered:

Additional expenses in respect of one or more of the following up to a limit of £750:

- a) Car hire costs
- b) Air fares (economy)
- c) Rail Fares (standard)
- d) Local Taxi fares
- e) Any other transport equivalent to standard class rail fares

Please remember

You must follow the usual conditions of the vehicle hire company selected. These will usually include:

- the need to have a current full driving licence with **you** at the time of hire;
- limits on acceptable endorsements;
- a cash or credit card deposit ~ e.g. for fuel;
- drivers to be within the appropriate age limits for hire and to have held a full driving licence for at least 12 months.

If **you** cannot meet the above requirements quickly, then this will result in a delay in obtaining a hire vehicle and may result in **you** not being able to obtain a hire vehicle.

In some cases, **you** will have to pay for vehicle hire services locally. If this happens, **we** will give **you** a refund (up to cover limits) as long as **you** provide all necessary paperwork and have received approval from the Green Flag Control Centre.

In most parts of Europe, hire vehicles are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders. Please remember to notify the Green Flag European Control Centre of **your** intended route.

We will use **our** best endeavours to provide **you** with a replacement vehicle. However, **we** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. In particular, no guarantee can be made of 24 hour vehicle replacement.

No guarantee can be made that there will be tow bars, roof racks, roof boxes, bike racks or other accessories on hire cars or that automatic transmission vehicles will be available. Similarly **we** cannot guarantee the availability of comfort features such as air conditioning.

NOTE: **You** may be able to transfer bike racks or roof boxes to **your** hire vehicle.

▼ What Is Not Covered:

We will not pay for the following in addition to the general exclusions on pages 3 & 4 in connection with claims made under cover 2:

- Any additional charges arising from **your** use of the hire vehicle such as fuel costs, any insurance excess charges or additional hire costs if **you** keep the vehicle longer than the period of hire agreed with **us**. **you** must pay these costs direct to the hirer.
- Any costs if **you** leave the hire car at a different location to the one agreed with the hire company or **us**.
- Any costs incurred following **your** return to **your home** in the **UK**.
- Any additional costs incurred for **your pet(s)**.

COVER 4 – EMERGENCY ACCOMMODATION

If the repairer estimates that the repairs to **your insured vehicle** will take more than eight hours, **we** will cover **your** reasonable and necessary costs for additional emergency accommodation as set out below.

▲ What Is Covered:

Additional costs for overnight accommodation, including one daily meal (but not alcoholic drinks), up to £100 per night, per person, to a maximum of £500 per person.

Please remember

We will arrange and pay costs wherever possible. Where **our** guarantee is not accepted, **you** should pay and make a claim for these costs on **your return home**.

▼ What Is Not Covered:

We will not pay for the following in addition to the general exclusions on pages 3 & 4 in connection with claims made under cover 3:

- More than one daily meal, alcoholic drinks, telephone calls, newspapers or any other costs incurred by **you** or **your party**. **You** must settle these directly with the accommodation provider before leaving.
- Costs, which would have been paid, had no problem with **your insured vehicle** occurred.
- Costs for any **pet(s)** emergency accommodation.

COVER 5 – VEHICLE RECOVERY – UP TO MARKET VALUE

Following an **event**, if the repairs cannot be completed in time for **your** planned return home or a doctor certifies in writing the only driver in **your party** is unable to drive, **we** will cover costs as set out below.

▲ What Is Covered:

The cost of unaccompanied recovery for **your insured vehicle** to **your home**, or nominated vehicle repairer in the **UK**, up to the current **market value** of **your insured vehicle**.

We will also cover any reasonable storage charges incurred in the recovery. **We** may, at **our** discretion and depending on circumstances, arrange and agree with **you** an alternative method of recovery and cover reasonable costs, as follows:

- If repairs are not completed before **your** planned return home, **we** will arrange with **you** and pay for one person's reasonable travel and accommodation costs to go directly overseas to collect **your insured vehicle**.
- If the treating doctor overseas certifies in writing that the only driver in **your party** is unfit to drive, **we** will arrange and pay for a replacement driver (but excluding the cost of fuel and tolls) to bring **your insured vehicle home**. When bringing the **insured vehicle home**, **we** may also at **our** discretion transport those members of **your party** who are fit to return and for whom there are enough seats, taking into account that used by the replacement driver.

Please remember

The **luggage** in **your insured vehicle** always remains **your** responsibility and any items left with the **insured vehicle** for recovery are left at **your** own risk.

The cost of recovery is limited to the current **market value** of **your insured vehicle**. If **we** have any doubt as to whether **your insured vehicle** will be economic to repair **we** reserve the right to arrange a vehicle inspection at **our** cost.

If **your insured vehicle** has been involved in an accident, which could be subject to a claim involving **your** motor insurers, **we** reserve the right to obtain their formal agreement before **we** arrange the recovery of **your insured vehicle** and to negotiate with them to reclaim a proportion of the costs incurred.

When vehicle recovery is arranged, delivery of the **insured vehicle** may take 8-14 working days from Western European countries. At busy periods or from farther destinations, recovery may take longer.

Before **you** leave **your insured vehicle** for recovery, **you** should remove all valuables and make sure anything left in **your insured vehicle** is safely stowed. There is no duty-free allowance on an unaccompanied vehicle being recovered – take any dutiable items with **you**.

You must leave keys, including those for trailers, caravans or roof boxes in a safe place with **your insured vehicle**, as Customs may need to unlock and inspect the **insured vehicle**.

When **you** are notified that the **insured vehicle** is ready for collection **you** will have 14 days to collect the **insured vehicle**. **You** will be responsible for any additional storage fees incurred beyond this period.

Whilst **we** will seek to return **your insured vehicle**, **your party** and **your pet(s) home** together by the most suitable means, where this is practical and possible, **we** cannot be liable for any additional costs incurred for **your pet(s)**.

▼ What Is Not Covered:

We will not pay for the following in addition to the general exclusions on pages 3 & 4 in connection with claims made under cover 4.

- Recovery of **your insured vehicle** if **we** calculate it to be beyond commercial economic repair. **We** will never pay more than the value of the vehicle to bring it home. If **we** advise **you** that **your insured vehicle** is beyond economical repair, **we** will give **you** up to 8 weeks after the original incident to agree suitable alternative arrangements with **us** for the recovery or disposal of **your insured vehicle**. If **we** have no agreement after 8 weeks, **we** will consider **you** have authorised **us** to dispose of **your insured vehicle**.
- Recovery where **your insured vehicle** only needs minor or inexpensive repairs. **We** may agree vehicle collection with **you** in these circumstances if repairs cannot be completed by **your** booked return date.
- Recovery where the local garage can complete repairs before **your** return date.
- Any costs resulting from delay in recovering **your insured vehicle**.
- The costs of additional transit risk insurance. **You** should contact **your** motor vehicle insurers to ensure **you** have any additional cover required.
- The replacement cost of **your insured vehicle** or any salvage money if **your insured vehicle** is beyond economical repair.
- Transportation costs for a repaired **insured vehicle**.
- Separate transportation costs for **luggage**/goods/vehicles/boats or other waterborne craft carried in or on **your** vehicle/trailer. These remain **your** responsibility at all times.
- Any repair costs after **we** have recovered **your insured vehicle** to **your home** or chosen garage in the **UK**.
- Any claims for the cost of a replacement driver where the only driver in **your party** cannot confirm that any pre-existing medical condition does not affect their ability to drive the **insured vehicle**.

- Medical Repatriation costs for **you** if **you** are unfit to drive. **Your** personal travel insurer must make all **your** arrangements for **you**.
- Any additional costs incurred for **your pet(s)**.

GENERAL CONDITIONS APPLYING TO ALL SECTIONS

COVER 6 – DELIVERING SPARE PARTS

▲ What Is Covered:

If spare parts are not available locally to repair the **insured vehicle** following an **event**, **we** will arrange to have them delivered to **you**, **your party** or an agreed location as quickly as is reasonably possible.

Please remember

We will only pay for the cost of transporting spare parts.

We are not responsible if the spare parts:

- are no longer made;
- cannot be bought from the wholesaler or agent; or
- cannot be exported to the country where the **insured vehicle** is

▼ What Is Not Covered:

We will not pay for the following in addition to the general exclusions on pages 3 & 4 in connection with claims made under cover 5:

- The actual cost of all spare parts and any customs duty. **You** must pay **us** these costs within 60 days of **us** asking for payment.

We will not deliver Spare Parts solely for cost reasons, i.e. because they can be sourced cheaper elsewhere than locally.

COVER 7 – LEGAL DEFENCE

▲ What Is Covered:

We will pay up to £25,000 in respect of legal costs and expenses

- to defend the driver of the **insured vehicle** against criminal charges following a Road Traffic Accident involving the **insured vehicle**.
- to pursue uninsured losses against third parties arising from a Road Traffic Accident involving the **insured vehicle**

Please remember

You are responsible for reporting the **event** immediately by contacting the Green Flag Control Centre using the emergency number **we** have provided. **You** must do this even if **you** do not need assistance immediately.

You must not admit liability or agree to settle any claim without the written permission of Green Flag.

We will decide who should be the legal representative. If at any time **we** decide that **your** defence is not likely to succeed, **we** or the legal representatives will write to **you** giving **our** reasons.

▼ What Is Not Covered:

We will not pay for the following in addition to the general exclusions on pages 3 & 4 in connection with claims made under cover 6:

- costs incurred in pursuance of a claim against a tour operator, travel agent, carrier, Green Flag or the **underwriter**.
- legal costs incurred prior to the granting of support by the **underwriter**.
- any claim reported more than 180 days after the incident giving rise to the claim.
- any claim where there are, in the opinion of the **underwriter**, insufficient prospects of making a successful defence or of recovering more than the costs of bringing the action.
- any claim against any member of **your party**.

COVER 8 – ADVANCE OF FUNDS

▲ What Is Covered:

We will advance to **you**, once **we** have received a signed acknowledgement of debt, a maximum of £4,000 for the driver to enable **you**:

- to provide Bail or other security to any judicial authority to secure **your/their** release and that of the **insured vehicle** following detention after a Road Traffic Accident or motoring offence.
- to pay in respect of customs duty to a foreign government if **you** commit an involuntary breach or non-observance of the conditions under which the **insured vehicle** may be imported for a limited time into the country without payment of customs duty. This includes payment of customs duty arising out of the abandonment of the **insured vehicle** after accident or theft.

Please remember

Any advance of funds must be fully paid back to **us** within 60 days of the advance being made.

▼ What Is Not Covered:

We will not pay for the following in addition to the general exclusions on pages 3 & 4 in connection with claims made under cover 7:

- Any costs incurred if the Driver fails to comply with any of the terms of release and the bond is forfeited.

COVER 9 – THEFT

▲ What Is Covered:

If any person other than **your party** damages the **insured vehicle** in the course of a theft or attempted theft of or from the **insured vehicle** **we** will pay up to £175 towards the cost of repairing the damage. Typically this will include damage to windows and door locks damaged in the course of a theft or attempted theft of or from the **insured vehicle**.

Please remember

You must obtain a police report within 24 hours of the theft and send this to Green Flag.

▼ What Is Not Covered:

We will not pay for the following in addition to the general exclusions on pages 3 & 4 in connection with claims made under cover 8:

- damage to paintwork, cosmetic items or items which do not affect the ability of the **insured vehicle** to be driven safely (other than windows and door locks) e.g. radio aerials.
- costs incurred after **you** return **home**

COVER 10 – CARAVAN & CAMPING

▲ What Is Covered:

If **your** own tent or caravan is made uninhabitable due to an accident, vandalism or theft during the Period of Insurance as shown on **your** policy schedule.

We will reimburse the reasonable additional accommodation or tent hire costs up to £400 per person insured under the policy.

▼ What Is Not Covered:

We will not pay for the following in addition to the general exclusions on pages 3 & 4 in connection with claims made under cover 9:

- loss or damage caused by adverse weather
- loss or damage to hired tents, hired caravans or hired camping equipment

A. The insured vehicle

Cover is only available for the following:

A vehicle registered in the **United Kingdom** which is under 11 years old since first registration (or under 16 years old since first registration, if **you** have paid the appropriate additional premium). **We** have agreed to cover and which is shown on the schedule, provided it:-

- Is either a car, light van, motorised caravan or motorcycle which is owned by or the responsibility of **you**.
- Carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 8 people including the driver.
- Is not more than 3,500kg in weight, when loaded
- Is not more than 7m in length (excluding any tow bar)
- Is not more than 3m in height (in total)
- Is not more than 2.3m in width.
- Is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable.

You must do all that **you** can to make sure the vehicle is safe to drive. The vehicle must be regularly serviced in line with manufacturer's recommendations, carry a serviceable spare wheel and tyre if part of the original car specification and be in a roadworthy condition at the start of any trip. **We** may ask for proof that the vehicle was roadworthy.

Where **you** have paid the appropriate extra premium cover extends to include a caravan or trailer of standard make that meets The Motor Vehicles (Construction and Use) Regulations 1978, is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the vehicle.

1. If **we** arrange for temporary roadside repairs, **you** must then immediately arrange any permanent repairs that may be necessary. If **you** do not, and the same problem happens again, **we** may ask **you** to pay all charges incurred in respect of second and subsequent call outs.
2. If due to **your** failure to observe instructions given to **you** by the attending garage or repairer and another callout has to be made for the same fault, to attend and repair **your** vehicle, **you** will be charged accordingly for second and subsequent call outs.
3. If an **event** occurs due to unsuccessful amateur servicing or repairs **we** may ask **you** to pay all charges incurred.
4. If the **insured vehicle** needs to be moved or recovered after an **event**, it must be in an easy position for a recovery vehicle to load. If this is not the case, **you** may have to pay the extra costs including labour, specialist lifting or winching charges relating to the vehicle being in an inaccessible position.

B. Your general responsibilities

You will be responsible for :

1. doing all that **you** can to keep the **insured vehicle** safe and fit to drive;
2. any consequential costs resulting from a lockout, where **we** attempt, with **your** permission, to gain entry into the **insured vehicle**;
3. taking all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the **insured vehicle**;
4. using all due diligence and doing all things reasonable and practicable to diminish any claim, to prevent any loss, theft or damage and at all times act as if uninsured;
5. doing all things reasonable and practicable to diminish any claim and to minimise **our** costs. An example would be that **we** would not supply hotel accommodation to **you** if **you** were towing a perfectly habitable caravan. In this instance **we** would be prepared to pay for site fees. In addition, this is particularly relevant regarding the use of Mobile Phones. Green Flag provides, for most countries, a Freephone telephone number (0800 4006153) which **you** should use wherever possible. **We** expect **you** to use Mobile Phones sparingly and will only be responsible for costs up to £25 in all.
6. any costs whatsoever that the law of any country forces **you** to incur unless incurred in the course of assistance provided by police or their approved operators.

C. What **you** must and must not do following an **event** or other potential claims under this policy

Following an **event**, **you** are responsible for :

1. reporting the **event** immediately by contacting the Green Flag Control Centre using the emergency number **we** have provided. **You** must do this even if **you** do not need assistance immediately unless **you** have contacted the police, in which case **you** must contact **us** as soon after the **event** as possible. **You** should not contact any garage or recovery operator direct. **We** are not responsible for the actions or costs of garages, recovery firms or emergency services acting on **your** instructions or the instructions of anyone acting for **you**;
2. giving Green Flag correct information when **you** phone for assistance. If **you** do not, **you** may have to pay all costs caused by the incorrect information. It is particularly important that **you** can quote **our** policy number. Remember that **you** must report any **event** which could bring about a claim as soon as possible to the Green Flag Control Centre;
3. paying the cost of a Green Flag authorised recovery or repair vehicle coming out to **You** if **You** allow the **insured vehicle** to be recovered or repaired by someone else after **you** have contacted Green Flag for assistance;
4. following any instructions given by the Green Flag Control Centre. When **you** ask for assistance or recovery, **we** will give **you** an estimated time when the repair or recovery vehicle will arrive. **You** and **your party** must wait with the **insured vehicle** until the repair or recovery vehicle arrives, unless **you** have made other arrangements with the Green Flag control centre. **We** reserve the right to refuse service and charge **you** for any costs incurred if **you** are not present with the **insured vehicle**;
5. providing **us** with a copy of the police report, at **our** request, in the **event** of theft, attempted theft or vandalism of the **insured vehicle**;
6. the security of the contents of the **insured vehicle**, Caravan or Trailer. **We** will not recover or repair a Caravan or Trailer if there is a person or **pet(s)** in it;
7. the onward transportation of any **pet(s)** in **your** vehicle. **We** will make arrangements for the repatriation of **pet(s)** but where the **pet(s)** cannot be repatriated with the vehicle **you** will be responsible for the additional costs. **we** will not be liable for injury or death of the **pet(s)**. It is **your** responsibility to secure any **pet(s)** being transported in **your** own vehicle (in that vehicle) or to make alternative arrangements for its transportation;
8. any storage or release fees (over any policy limits) while the **insured vehicle** is being repaired, or awaiting collection, inspection or abandonment;
9. any ferry charges, road tolls, parking charges, and parking and motoring fines incurred during the time that a hire vehicle is allocated to **you**;
10. any ferry charges, road tolls, and parking charges which the driver of a recovery vehicle has to pay (which will be reimbursed on **your** return **home**);
11. obtaining and sending any relevant paperwork immediately and all information and other help **we** ask for relating to costs that may be claimed from Green Flag;
12. not admitting liability or agreeing to settle any claim without the approval of Green Flag;
13. the cost of parts or other products used to repair the **insured vehicle**;
14. taking all steps necessary to expedite the completion of repairs;
15. collecting the **insured vehicle** from the garage after work has been carried out where agreed **you** would do so;
16. paying back to **us** within 60 days of **our** asking any sums which **we** pay on **your** behalf which are not covered by this insurance or which **you** would have incurred in the normal course of **events**;
17. notifying **your** Motor Insurance Company following a Road Traffic Accident.

D. Legal Factors

1. Following an Insured **event** attended by the police or other emergency services, transportation of the **insured vehicle** will not take place until they have authorised its removal.

2. This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Certificate holder's habitual residence is located in Scotland in which case the Law of Scotland shall apply.

E. Our rights

1. **We** may choose to have the **insured vehicle** repaired (at **your** cost) following an **event**, rather than arranging for it to be recovered to the **United Kingdom** where reasonably agreed if a repair cannot be carried out at the roadside.
2. **We** will not authorise any expense unless:
 - **You** or anyone involved in the claim keep to the terms and conditions of this cover and;
 - **You** report any **event** immediately, or as soon as it is discovered by **you**, by contacting the Green Flag European Control Centre using the emergency number **we** have provided and;
 - the information **you** give is true and accurate to the best of **your** knowledge.
3. If **you** are covered by any other insurance for an **event**, **we** will only pay **our** share of the claim.
4. **We** may take over and defend any claim in **your** name. **We** may also prosecute other people in **your** name.
5. **We** have the right to take any action against any third party in order to recover costs. **You** will assist **us** in any manner that **we** ask. Any costs incurred by **you** will be reimbursed.
6. **We** will decide how **we** negotiate and settle **your** claim.
7. If **we** provide a service that **you** are not entitled to, **you** will have to pay for this. **We** may also charge a pre-agreed administration fee which will be advised to **you** prior to carrying out the service.
8. All sums insured and limits stated in this policy are inclusive of VAT or local equivalent.
9. Premiums payable under this insurance are inclusive of IPT.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

A. Availability of Service

1. While **we** seek to meet **your** service needs at all times, this may not always be possible - for example, when **we** are faced with circumstances outside **our** reasonable control, such as (without limitation) extreme weather conditions or equipment failure.
2. **We** cannot guarantee that all of the services in the policy will be available 24 hours of each day. **We** will do all that is reasonable to provide the service as soon as possible but cannot be held responsible for delays outside of **our** control.
3. **We** have the right to refuse to provide service where **we** consider that **you** or any member of **your party** is behaving or has behaved in a threatening or abusive manner to **our** employees, agents, or to any third party contractor. **We** reserve the right to invalidate cover at any time if, in **our** opinion, **you** have misused services provided under this cover.
4. Under no circumstances will the number of people given cover in **your party** exceed any Manufacturer's or legal limits placed upon the **insured vehicle**, and no cover is available under this policy if, at the time of the **event**, the **insured vehicle** was carrying more people than it is designed for, as shown in the manufacturer's details.

B. Use of the insured vehicle

No cover is available under this policy if, at the time of the **event**, the **insured vehicle** was :

1. being used for racing, competition, rally, trials, off-road driving, speed or duration tests, any motor sports, or practising for such **events**;
2. overloaded or towing or carrying more weight or people than it is designed for, as shown in the manufacturer's details;
3. hired out or used for hire or reward, or for the carriage of goods for reward, or any claim which includes commercial goods;
4. not in normal use;
5. being driven by a person whom **you** know does not have a valid driving licence;
6. being driven by a person whom does not meet the conditions of their driving licence;

C. Condition of the insured vehicle

We will not provide assistance or recovery services if the **insured vehicle** is/was:

1. in **our** opinion dangerous or illegal to repair or transport;
2. not fit to drive at the start of the journey or had not been regularly serviced in line with the manufacturer's recommendations or was not accompanied by a legal spare wheel and tyre if part of the original car specification. **We** may ask for proof that the **insured vehicle** was fit to drive in the form of an MOT certificate (if applicable) and service history.

D. Location of the insured vehicle

We will not provide assistance or recovery services if the **insured vehicle** is:

1. situated in areas to which **we** have no right of access. This includes Customs areas and some European Motorways or other major public roads. **We** will, of course, provide assistance once the **insured vehicle** has been removed from these areas. See page 1 (Motorways).
2. temporarily immobilised by floods or snow-affected roads, or is partly or completely buried in snow, mud, sand or water;
3. being transported by sea or rail. **We** will provide assistance once the **insured vehicle** is removed from the transport carrier.

E. What is not covered

No cover is available under this policy for any loss or legal liability resulting from :

1. the **insured vehicle** being misfuelled, including where appropriate additives have not been mixed with the fuel. **We** will, however, recover the **insured vehicle** to a local repairer. **We** are also not liable for any costs or charges connected with the drainage or removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid;
2. ionising radiation or radioactive contamination from nuclear fuel, nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of nuclear equipment;
3. confiscation, nationalisation, detention, destruction of or damage to by or under the authorisation of any government or civil authority;
4. pressure waves from planes or other flying machines;
5. war, invasion or civil war, **act of terrorism**; or riot or civil unrest outside the **United Kingdom**;
6. natural disasters - earthquakes, hurricanes, volcanoes, tidal waves, avalanches etc;
7. any malicious or criminal act by **you** or **your party**;
8. a wilful act or omission by **you** or **your party**;
9. a claim for parts, goods or services, arrangements or advice provided by **us** or anyone acting for **us** unless loss or damage is caused by **our** negligence;
10. **Your** failure to observe instructions given to **you** by the attending garage or repairer;
11. unsuccessful amateur servicing or repairs;
12. any action unauthorised by the Green Flag European Control Centre.
13. damage to paintwork or other cosmetic repairs which do not affect the mobility or safety to drive the **insured vehicle**;
14. any damage to or theft of objects or accessories left in or outside the **insured vehicle**;
15. any vehicle other than the **insured vehicle** shown in **your** schedule;
16. any police call-out charges;
17. any expenses which **you** would have had to pay anyway;
18. anything which would involve breaking the law;
19. indirect or consequential loss of any kind;
20. any liability created by a contract;
21. anyone who was not a member of **your party** at the time of the **event**;
22. hitch-hikers;
23. a lack of routine servicing, servicing not performed to the standard specified by the manufacturer of the vehicle, failed repairs or as a way of avoiding repair costs;
24. transportation of horses or livestock;
25. any cost recoverable under any other insurance and/or under the service provided by any other organisation;
26. any costs incurred after a Road Traffic Accident if **you** have not notified **your** Motor Insurance Company of the **event**.

MAKING A CLAIM

When reporting an **event** to Green Flag they will advise **you** of the claims procedure and what **you** may need to provide, if however **you** need to contact them on **your** return **home** please contact them on 0141 349 1078.

COMPLAINTS PROCEDURE

It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this Insurance please follow the procedure below:
Complaints regarding the sale of the policy please contact:

The Complaints Officer, Acumus Insurance Solutions Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Complaints regarding a claim on the policy please contact:
The European Liaison Manager at Green Flag House, The Wharf, Neville Street, Leeds, LS1 4AZ. Tel: 0113 236 3236

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so by contacting the following:

The Claims Manager, UK Underwriting Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **You** may contact the Financial Ombudsman Service at

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR. Tel: 0845 080 1800

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Fortis Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS.

DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area. **We** may also send the information, in confidence, for process to other companies acting on their instructions including those located outside the European Economic Area.