

# Commercial Vehicle Breakdown Cover

## Introduction to your policy

Geoffrey Insurance Services is pleased to welcome you as a customer.

Geoffrey Insurance Services arranges and administers your policy on behalf of Ageas Insurance Limited (the Insurer).

This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and Ageas Insurance Limited (the Insurer).

This contract is entered into on the basis that:

- you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge; and
- any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete; and
- the information supplied has been given honestly and to the best of your knowledge and belief.

The information that you have given to us is shown on your signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy document and the policy schedule together. Please check all documents carefully.

### **Governing Law & Language**

This policy will be governed by English law, and You and We agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

The contractual terms and conditions and other information relating to this contract will be in the English language. Ageas Insurance Limited registered office address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, registered in England and Wales no 354568.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.

## DEFINITIONS

This definitions section contains a list of words which have a certain meaning. Wherever they appear in the policy document they will have the same meaning as shown below.

<b>Breakdown</b>	an electrical or mechanical failure, lack of fuel, misfuel, flat battery or puncture to the vehicle, which immediately renders the vehicle immobilised.
<b>Call-out</b>	the deployment of a Recovery Operator to Your Van.
<b>Endorsement</b>	a change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule.
<b>Home Address</b>	the last known address recorded on our system where your van is ordinarily kept.
<b>Period of insurance</b>	the length of time covered by this insurance as shown in the schedule.
<b>Recovery Operator</b>	the independent technician Call Assist appoints to attend your Breakdown.
<b>Rescue Controller</b>	the telephone operator employed by Call Assist Ltd.
<b>Specialist Equipment</b>	non-standard apparatus or recovery vehicles which in the professional view of the Recovery Operator after assessing the situation are required to recover your van. Specialist Equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.
<b>Suitable Garage</b>	any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the repair work undertaken can be evidenced in writing.
<b>The insurer</b>	Ageas Insurance limited
<b>The schedule</b>	details of the sections of this insurance document which apply to you.
<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
<b>We, us, our</b>	the Insurer
<b>You, your</b>	the person named as 'the insured' on the schedule.
<b>Your van</b>	the insured van shown in the schedule.

## BREAKDOWN COVER

### APPLYING TO SECTIONS 1, 2 & 3

For the purposes of your policy, whenever the words “we”, “us”, or “our” appear they have the meaning of either, or both, Call Assist Ltd or Ageas Insurance Limited. This policy is managed and provided by Call Assist and underwritten by Ageas Insurance Limited.

### HOW TO MAKE A CLAIM

If your van suffers a breakdown in the **UK** please call our 24 hour Control Room on 0330 123 0354.

If you are unable to make a connection, please call on 01206 771718.

If your van breaks down in Europe please call us on 0044 1206 771718. Please have the following information ready to give to the Rescue Controller, who will use this to validate your policy: Your return telephone number with area code. Your van registration. The precise location of your van (or as accurate as you are able in the circumstances). We will take your details and ask you to remain by the telephone from which you are calling. Once we have made all the arrangements we will telephone to advise who will be coming out to you and how long they are expected to take. Your mobile phone must therefore be switched on and available to take calls at all times. You will then be asked to return to your van.

If you have not purchased Roadside Assistance you will not be covered.

## STANDARD BREAKDOWN COVER

### WHAT WE COVER

If your van suffers a breakdown more than a one-mile radius from your home address, service will be provided. We will provide cover as detailed below for any breakdown in accordance with the policy wording. Cover will apply during the period of insurance and within the UK.

#### Roadside assistance and recovery

Roadside and recovery only applies to your policy if endorsements C32, C33, C34 or C35 appear on your schedule. We will send help to the scene of the breakdown and arrange to pay call-out fees and mileage charges needed to repair or assist with your van.

#### Local Assistance Cover

THE FOLLOWING COVER APPLIES IF ENDORSEMENT C32 or C33 IS SHOWN ON YOUR SCHEDULE

If, in the opinion of the recovery operator, they are unable to repair your van at the roadside we will arrange and pay for your van, you and up to 5 passengers to be recovered to the nearest garage (which is able to undertake the repair) or to your preferred destination within 20 miles from the scene of the breakdown.

#### National Assistance Cover

THE FOLLOWING COVER APPLIES IF ENDORSEMENT C34 IS SHOWN ON YOUR SCHEDULE

If, in the opinion of the **recovery operator**, they are unable to repair **your van** at the roadside **we** will arrange and pay for **your van, you** and up to 5 passengers to be taken to a garage (to undertake the repair), **your** original destination or **your home address**.

Any recovery must take place at the same time as the initial **call-out** otherwise **you** will have to pay for subsequent **call-out** charges.

If **your van** requires recovery, **you** must immediately inform **our rescue controller** of the address **you** would like **your van** taken to. Once **your van** has been delivered to the nominated address, **your van** will be left at **your own risk**.

## Alternative travel

If the **recovery operator** is unable to repair **your van** within the same working day or a period agreed between **you** and **our rescue controller**, **we** will pay up to £100 (maximum) towards the cost of alternative transport or van hire. We will also pay the cost of a single standard rail ticket for one person to return and collect **your van**. This service can only be used to complete a journey whilst **your van** is being repaired a minimum of 20 miles away from **your home address**.

## Emergency overnight accommodation

If **we** decide to provide alternative accommodation **we** will pay a maximum of £60 for a lone traveller or £40 per person for one night for **you** and up to 5 passengers. The maximum payment per incident is £280. These services will be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue controller**. The policy will only pay for a group 1 hire van rate. We will only reimburse claims when **we** are in receipt of a valid invoice/receipt.

## Caravans and trailers

If **your van** suffers a **breakdown** and **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the a-frame and hitch), **your** caravan/trailer will be recovered with **your van** at no extra cost.

## Keys

If **you** lose, break, or lock **your** keys within **your van**, **we** will pay the **call-out** and mileage charges back to the **recovery operator's** base or **your home address** if closer. All other costs incurred, including any **specialist equipment** needed to move **your van**, will be at **your** expense.

## Message service

If **you** require, **we** will pass on two messages to **your** home or place of work to let them know of **your** predicament and ease **your** worry.

## HOME ASSIST BREAKDOWN

Home Assist cover only applies to **your** policy if endorsement C31 appears on **your** schedule.

### WHAT WE COVER

We will send help to **your home address** or within a one-mile radius of **your home address** in the event **your van** suffers a **breakdown**, unless shown in endorsement C35.

If, in the opinion of the **recovery operator**, they are unable to repair **your van** at the roadside, **we** will arrange and pay for **you** and **your van** to be recovered to the nearest garage which is able to undertake the repair.

## EUROPEAN BREAKDOWN

European cover only applies to **your** policy if endorsement C35 appears on **your** schedule.

### WHAT WE COVER

We will provide the cover shown in 'National Assistance Cover' of Section 1, Section 2 (Home Assist Breakdown) and will also provide service in Europe where the maximum duration of any single trip does not exceed 90 days or the number of days as shown in endorsement C35, whichever is less.

Please ensure **you** carry **your** V5C registration document with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** V5C registration document. You will be held liable for any costs incurred if copies of **your** V5C registration document are not immediately available.

Regulations are different when **you breakdown** in Europe and help may take longer to arrive. We will require detailed information from **you** regarding the location of **your van**. We will need to know if **you** are on an outward or inward journey and details of **your** booking arrangements.

When **we** have all the required information **we** will liaise with **our** European network. You will be kept updated and therefore asked to remain able to access the telephone number **you** called from.

We will send help to the scene of the **breakdown** and arrange to pay **call-out** fees and mileage charges needed to repair or assist with **your van**.

If, in the opinion of the **recovery operator**, they are unable to repair **your van** at the roadside **we** will assist in the following way: -

- Arrange and pay for **your van**, you and up to 5 passengers to be recovered to the nearest garage able to undertake the repair.
- If **your van** cannot be repaired within 48 hours or by **your** intended return, whichever is the later, we will arrange for **your van**, **you** and up to 5 passengers to be transported either to **your home address**, or if **you** would prefer and it is closer, **your** original destination within Europe. During the 48 hours **we** will pay for the costs of alternative accommodation and alternative transport (to be agreed and authorised with our **rescue controllers**).

### Notes relating to European cover

If **you** have broken down on a European motorway or major public road, **we** are generally unable to assist **you** and **you** will often need to obtain assistance via the 'SOS' phones. The local services will tow **you** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact us for further assistance. We will pay a maximum of £150 towards reimbursement of the costs, but **we** will only reimburse claims when **we** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

If **you** have broken down in a European country during a public holiday, many services will be closed during the holiday period. In these circumstances, **you** must allow **us** time to assist **you** and effect a repair to **your van**. **We** will not be held liable for any delays in reaching **your** destination.

We define the territorial limits (Europe) as the following:

Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus) and Vatican City.

### EXCEPTIONS TO SECTIONS 1, 2 & 3

These exclusions apply to all levels of Motor Breakdown Recovery unless otherwise stated.

This Motor Breakdown Recovery Policy does not cover the following:

1. **a** any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the a-frame and hitch) and where it is not attached to **your van** with a standard towing hitch.  
**b breakdowns** or accidents to the caravan or trailer itself.
2. Assistance following an accident, theft, fire, or vandalism.
3. Service where glass or windscreens have been damaged.
4. Vehicles that are not secure or have faults with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised.

5. Breakdowns caused by failure to maintain **your van** in a roadworthy condition including maintenance or proper levels of oil and water.
6. Any additional costs incurred as a result of modifications to **your van** which **you** did not tell **us** about.
7. Any request for service if **your van** cannot be reached or is immobilised due to snow, mud, sand or flood or where **your van** is not accessible or cannot be transported safely and legally using a standard transporter.
8. Overloading of **your van** or carrying more passengers than it is designed to carry.
9. Any subsequent **call-outs** for any symptoms related to a claim which has been made within the last 28 days, unless **your van** has been fully repaired at a **suitable garage**, declared fit to drive by the **recovery operator** or is in transit to a pre-booked appointment at a **suitable garage**.
10. The recovery of **your van** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes effect we will only recover to one address in respect of any one **breakdown**.
11. Any **vehicle** which is not listed on your policy schedule as being eligible for breakdown cover with **us**.
12. Any request for service if **your van** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
13. Minibuses, horseboxes, or limousines.
14. Any claims relating to the following: -
  - a vehicles exceeding 5,000 kg (5 tonnes) gross vehicle weight.
  - b vehicles more than 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high.
15. Assistance if **your van** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
16. The cost of any parts, components or materials used to repair **your van**.
17. Repair and labour costs other than half an hour roadside labour at the scene.
18. Any winching charges or the use of **specialist equipment**.
19. The cost of draining or removing contaminated fuel.
20. Storage charges.
21. Any claim within 24 hours of the time the policy is purchased.
22. Any **breakdown** that occurred before the policy commenced, **your van** was placed on cover, or before the policy was upgraded.
23. More than six **call-outs** in any one **period of insurance**.
24. Claims totalling more than £15,000 in any one **period of insurance**.
25. Any costs or expenses not authorised by **our rescue controllers**.
26. The cost of food, drinks, telephone calls or other incidentals.
27. Claims not notified and authorised prior to expenses being incurred.
28. The charges of any other company (including police recovery) other than the **recovery operator**, a car hire agency or accommodation charges which have been authorised by **us**.
29. Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.
30. Any cost that would have been incurred if no claim had arisen.
31. Any false or fraudulent claims.
32. The cost of alternative transport other than to **your** destination and a return trip to collect **your** repaired **van**.
33. The cost of fuel, oil or insurance for a hire vehicle.
34. Overnight accommodation or van hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
35. Recovery of **your van** or **your** transport costs to return **your van** to **your home address** once it has been inspected or repaired.

36. Any damage or loss to **your van** or its contents and any injury to **you** or any third party caused by **us** or the **recovery operator**. It is **your** responsibility to ensure personal possessions are removed from **your van** prior to **your van** being transported.
37. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, we will not pay for **you** to collect **your van** from a repairer (except as cover provided by Alternative Travel section) or for any time that has to be taken off work because of a **breakdown**.
38. Failure to comply with requests by **us** or the **recovery operator** concerning the assistance being provided.
39. A request for service following any intentional or wilful damage caused by **you** to **your van**.
40. Fines and penalties imposed by courts.
41. Any cost recoverable under any other insurance policy that **you** may have.
42. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
  - a Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - b The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
43. Any cover which is not specifically detailed within this policy.

#### Additional exclusions applying to European cover

1. Service where repatriation costs exceed the market value of **your van**.
2. The cost of recovery from a European motorway exceeding £150.
3. Repatriation to the UK within 48 hours of the original **breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **you** have made within the UK.
4. Repatriation if **your van** can be repaired but **you** do not have adequate funds for the repair.
5. Any claim where the duration of a single trip is planned to or subsequently exceeds 90 days.

#### Conditions applying to sections 1, 2 & 3

1. Details of **your** cover may not reach **us** by the time assistance is required. In this unlikely event, **we** will assist **you** however before assistance can be provided **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance.  
If **we** receive confirmation that **you** have adequate cover the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate cover **we** will take payment for any uninsured costs.
2. The driver of **your van** must remain with or nearby **your van** until help arrives.
3. If a **call-out** is cancelled by **you** and a **recovery operator** has already been dispatched, **you** will lose a **call-out** from your policy. We recommend **you** to wait for assistance to ensure **your van** is functioning correctly. If **you** do not wait for assistance and **your van** breaks down again within 12 hours, you will be charged for the second and any subsequent **call-outs**.
4. We reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
5. We have the right to refuse to provide the service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue controllers** or the **recovery operator**.
6. **Your van** must be registered to and ordinarily kept at an address within the **territorial limits** (UK).
7. Vehicles must be located within the **territorial limits** (UK) when cover is purchased and commences.
8. We can request proof of outbound and inbound travel dates.

9. If **your van** is beyond economical repair or the cost of the claim is likely to exceed the market value of **your van**, **we** have the option to pay **you** the market value of **your van** in its current condition and pay for alternative transport home. Although **you** are under no obligation to do so, the disposal of **your van** will be your responsibility. If **you** would prefer **your van** to be transported to **your home address** or original destination, this can be arranged but **you** will need to pay any costs which exceed the market value of **your van** in its current condition.
10. We must be advised immediately at the time of contacting us for assistance, if **your van** is fitted with alloy wheels. If **we** are not advised and **we** are unable to provide the service promptly or efficiently through the agent who will be assisting **you**, **you** will be charged for any additional costs incurred.
11. If **we** are able to repair **your van** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
12. The repair must be carried out if **your van** is recovered to a dealership and the dealership can repair **your van** within the terms stated. You must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be denied.
13. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **you** do not have funds available, any further service related to the claim will be denied.
14. In the event **you** use the service and the claim is subsequently found not to be covered by the policy **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the uninsured service.
15. We may decline service if **you** have an outstanding debt with **us**.
16. If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. We reserve the right to claim back any costs that are recoverable through a third party.
17. Recovery operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting **your van**.
18. The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. We will endeavour to help arrange alternative transport but **you** will need to pay for this service immediately by credit or debit card.
19. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided.
20. The policy is not transferable.
21. If, in **our** opinion, **your van** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **we** may terminate **your** policy immediately notifying **you**, by letter to **your home address**, of what action **we** have taken.
22. We will provide cover if:
  - a You have met all the terms and conditions within this insurance.
  - b The information provided to **us**, as far as **you** are aware, is correct.

## CANCELLING YOUR COVER

Please see pages 9 and 10 for details on how to cancel your breakdown policy.

**IMPORTANT: You should be aware that all benefits under this cover will cease should Your Geoffrey Van Insurance policy be cancelled for any reason.**



## **Fraud**

We believe our policyholders are honest - the contract between us is based on mutual trust. However, fraudulent insurance claims are occasionally made. Where fraud (which can include exaggeration) is detected, claims will not be paid and we may refer the matter to the Police for criminal prosecution.

The policy may be rendered invalid and we may take other action consistent with our legal rights.

## **GENERAL CONDITIONS**

**A** We will only provide the cover described in this insurance under the following circumstances.

1. Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
2. The information you gave on the proposal form or statement of insurance and any Declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.
3. 'Your van' means any van you have told us about and that we have agreed to cover. The van must be your property and registered in your name. If you change the van covered by this insurance or get an extra van which you need cover for, you must tell us beforehand.

**We will only provide cover if you have paid the premium.**

**B** If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid.

**C** If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.

**D** You cannot transfer this insurance to anyone else.

**E** Cancelling during the initial period of cover.

You have a right to cancel this insurance. To do this, you must tell us or Geoffrey Insurance Services within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.

Cancellation will take effect from the date we receive your notice to cancel but cannot be backdated.

If you choose to cancel the insurance policy during this initial period of cover, provided you have not made any claims in the current period of insurance, and you are not going to make a claim, you will have to pay 'pro-rata' rates for the period of time you have had insurance cover. Further administration charges may be applied by Geoffrey Insurance Services sufficient to cover their costs. If you have made a claim or intend to do so no refund will be allowed.

**F** We may cancel this policy by sending 7 days' notice to your last known address where there is an exceptional or valid reason for doing so.

We may make a deduction for any administration costs we have incurred. If we cancel this insurance because you have not paid the full premium, no refund will be given. We will not give a refund if anyone has claimed in the current insurance period.

Exceptional or valid reasons may include but are not limited to:

- You do not pay the premium or an instalment when you have been notified that an outstanding amount is required by a specific date.

- you or anyone else covered by this insurance has not met the terms and conditions in this document including those shown on your schedule.
- a change in your circumstances means that we can no longer provide cover.
- where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.
- use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.
- where the circumstances of a new claim, or an incident we have become aware of mean that we no longer wish to provide cover.
- If as a result of a claim under this insurance you have not cooperated with our reasonable request for any documents and/or information, we may no longer wish to provide cover.

You can cancel this insurance after the initial period of cover set out in **E** above. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future that you have specified, but cannot be backdated. If you have not made any claims in the current period of insurance, and you are not going to make a claim, you will have to pay “pro-rata” rates for the time you have been covered plus any administration costs we have incurred.

**G** If you pay your premium by instalments and have paid a deposit premium, if we then do not receive an instalment when it is due, we will send you seven days’ notice of cancellation. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately.

**H** You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask Geoffrey Insurance Services.

Here are some examples of changes you should tell us about.

- A change of van - including getting an extra van. We will need full details of your new van, which must include information about the country in which it was first registered if this was different to the United Kingdom.
- A change of address.
- All changes you make to your van, if these make your van different from the manufacturer’s standard specification

Without affecting the condition relating to cancellation we shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance to adequately reflect the alteration in the risk. Geoffrey Insurance Services may apply further administration charges sufficient to cover costs.

**I** This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.

**J** Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country.

## OUR SERVICE COMMITMENT

### WHAT TO DO IF YOU HAVE A COMPLAINT

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would encourage you to tell us about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

### **If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:**

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Geoffrey Insurance Services.

If you have a complaint, please contact our service providers at the address below:

Prospect House

Thanet Way

Whitstable

CT5 3FD

Email: [contact@geoffreyinsurance.com](mailto:contact@geoffreyinsurance.com)

When contacting Geoffrey Insurance Services please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge your complaint in writing within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### **What you should know**

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

## Customer Feedback

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Geoffrey Insurance Services  
Prospect House  
Thanet Way  
Whitstable  
CT5 3FD

We always welcome feedback to enable us to improve our products and services.

## HOW WE USE YOUR INFORMATION

### Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via <https://www.geoffreyinsurance.com/privacy-policy> or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom

### How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

### What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

### How we may share your information

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

### How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

## **Driving Licence checks**

We may also provide your (or any named third party) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to your policy commencing and at any point during your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about you by the DVLA please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

The DVLA may also be used to search your (or any named third party's) no claims discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database.

## **Providing you with details on our Products and Services.**

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

### **Markerstudy Direct Limited**

**45 Westerham Road**

**Bessels Green**

**Sevenoaks**

**Kent**

**TN13 2QB**

## **Motor Insurance Database**

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## **Fraud Prevention and Detection**

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

### **Claims History**

We may process data relating to your claims history for the purposes of assessing any claim you may make. The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

### **Credit Searches and Accounting**

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

### **Transfers**

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

### **Your Rights as a Data Subject**

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

### **Data Protection Officer**

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at:

**Data Protection Officer**  
**Markerstudy Direct Limited**  
**45 Westerham Road**  
**Bessels Green**  
**Sevenoaks**  
**Kent**  
**TN13 2QB**

**ENDORSEMENTS**

<b>Endorsement Number</b>	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
<b>C31</b>	<b>Home Assist Breakdown Section 2 applies to your policy.</b>
<b>C32</b>	<b>Roadside &amp; Recovery Breakdown - Localised Assistance Section 1 applies to your policy</b>
<b>C33</b>	<b>Home Assist and Roadside &amp; Recovery Breakdown - Localised Assistance Sections 1 &amp; 2 apply to your policy.</b>
<b>C34</b>	<b>Roadside &amp; Recovery Breakdown - National Assistance Sections 1 &amp; 2 apply to your policy and transportation home or to your original destination (if closer) is covered.</b>
<b>C35</b>	<b>European Breakdown xxx days) Section 3 applies to your policy for the number of days shown above, for the duration of this schedule.</b>