Peliwica Insurance Horsebox Breakdown Policy Wording

Welcome

Please check **your policy schedule** to ensure **you** have the level of cover **you** need and read the following to help **you** use the service. The General Notes and Definitions detailed in page 2 & 3 will help with the understanding of this document.

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a **breakdown**.

As with any insurance, it does not cover all situations and **you** should read the terms and conditions of this policy to make sure that it meets **your** specific needs.

1. Reporting a Claim

Claims can be reported via **our** app or by calling **us**. **We** also offer an SMS text messaging service for accessibility purposes.

App

Download **the** free Call Assist mobile app from the Google Play or Apple App Store. Once downloaded, click on 'Report Breakdown' and follow the simple step by step instructions.

Phone

Call **our** 24 hour Control Centre on:

01206 785 834

If **you** are unable to make a connection, please contact **us** on:

01603 327 180

Accessibility Options

If **you** are deaf, hard of hearing or speech impaired, **our** app and online reporting options will usually be most suitable. If **you** are unable to use **our** app or online option, please send a text message containing **your** full name, policy number, **vehicle** registration and policy postcode to:

07537 404890

Information we will need

Please have the following information ready to provide to **our rescue co-ordinator**, who will use this to validate **your** policy.

1. **Your return telephone number**
2. **Your policy number and vehicle registration**
3. **What has happened to your vehicle**
4. **The location of the vehicle (including a postcode, GPS co-ordinates, or what3words)**
5. **Whether your vehicle location will be accessible for a large truck**
6. **The number of horse(s) being transported by the vehicle**
7. **Details of the horse(s) such as the gender, age, size and if the passport documentation is available**
8. **Your preferred recovery operator, if you have one**

When reporting **your claim**, please let **us** know if there are any circumstances which may affect the handling of **your claim**, such as if **you** are towing something, travelling with animals, in an area exposed to extreme weather conditions, or if any of **your passengers** have any special requirements **we** may need to take into consideration.

What to do when you breakdown

If **you** require the attendance of a **recovery operator**, **we** will contact **you** to advise which **recovery operator** will be attending and approximately how long they are expected to take. Where possible, please ensure **your** mobile phone is available to accept calls at all times in case **we** need to contact **you**.

You will need to be with the **vehicle** when the **recovery operator** arrives. If **you** would prefer not to wait with the **vehicle** or it is unsafe to do so, please inform **our rescue co-ordinator** who will arrange a call on approach, so **you** have sufficient time to return to the **vehicle**. It is **your** responsibility to guard **your** safety and abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

In the event of a **breakdown** on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the Emergency Services of **our** telephone number, they will then contact **us** to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that **you** have contacted **us** and provide them with **our** telephone number to call **us** on **your** behalf.

2. Policy Benefits

Please read the following benefits of cover in accordance with the level of cover **you** have purchased which is detailed on **your policy schedule**.

Nationwide & Home Cover

Home Assist

In the event of a **breakdown** at or within a one-mile radius/straight line of **your home address**, **we** will pay for a **recovery operator** to attend the **breakdown** and where they deem appropriate, they will spend up to 60 minutes to try and repair the **vehicle**.

Roadside Assistance

In the event of a **breakdown** within the **territorial limits (UK)**, which occurs more than a one-mile radius/straight line from **your home address**, **we** will pay for a **recovery operator** to attend the **breakdown** and where they deem appropriate, they will spend up to 60 minutes to try and repair the **vehicle**.

Nationwide Recovery

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the scene of the **breakdown**, **we** will pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair within a 10 mile radius from the **breakdown** location.

If **your vehicle** cannot be repaired by the nearest **suitable garage** within the same working day, **we** will pay for **your vehicle** and the **passengers** to be recovered to the **home address** or **your** preferred destination within the **territorial limits (UK)**.

If the **vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Recovery of **your vehicle** and **passengers** required must take place at the same time as the initial **callout** otherwise **you** will have to pay for additional **callout** charges. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk and no further recovery costs will be covered in relation to the **claim**.

Laws and regulations limit the number of hours **recovery operators** can drive for. Regular breaks and/or 'changeovers' to a different **recovery operator** will often be required when transporting the **vehicle** prolonging the time it takes for the recovery to be completed. In some cases, it will be necessary to store the **vehicle** and deliver it at a later date. If this is necessary, **we** will pay reasonable travel expenses for the **passengers** to travel separately to the **vehicle**. If **you** would prefer to utilise **your** preferred **recovery operator**, please make this known to **our rescue co-ordinator**. **We** reserve the right not to authorise costs where **we** can make arrangements more cost effectively.

Alternative Travel

In the event of a **breakdown** within the **territorial limits (UK)** which occurs more than 20 miles from the **home address**, **we** will pay up to £250 towards the reasonable cost of:

Either: standard class public transport tickets;

Or: an 'Economy' class hire car (including the costs of insurance and/or excess reduction fees)

to enable the **passengers** to complete one single journey to either **your** original destination or return to the **home address**.

This benefit shall only be provided where:

- the **vehicle** cannot be repaired within the same working day; and
- **you** opt to have **your vehicle** recovered to the nearest **suitable garage** to the **breakdown** location for repairs.

We will also pay up to £150 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

This benefit is in place to assist with the movement of **passengers** only, not **horses**.

Emergency Overnight Accommodation

If **you** are eligible for the Alternative Travel benefit above but would prefer to stay overnight close to where the **vehicle** is being repaired, **we** will pay up to £150 for a lone traveller or £75 per person towards the reasonable cost of overnight accommodation including breakfast for the **passengers** whilst the **vehicle** is being repaired. **We** will also pay reasonable expenses for the **passengers** to travel to their Emergency Overnight Accommodation. The maximum payment under this Emergency Overnight Accommodation benefit is £500 per **claim**.

Overnight Livery Costs

Where it is not possible to transport **your horse(s)** under the Nationwide Recovery entitlement the same day, **we** will reimburse up to £250 towards the cost of overnight livery of **your horse(s)** for one night, providing the location and cost of the overnight livery are agreed with **our rescue co-ordinator** in advance.

Emergency Transportation of Horses

Where **we** need to transport the **vehicle** to a garage or onward destination, **we** will pay up to £750 towards the cost of transporting **your horse(s)** to **your stables** or onward destination, or a location of **your** choice within close proximity to **your stables** or onward destination. **Our rescue co-ordinator** can organise this on **your** behalf, or if **you** prefer, **you** can arrange the alternative transport with **your** chosen provider and **claim** back the cost.

Caravans and Trailers

In the event of a **breakdown** where **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **we** will also pay for the caravan/trailer to be recovered with the **vehicle**.

Keys

If **you** lose, break, or lock **your vehicle** keys within **your vehicle** within the **territorial limits (UK)**, **we** will pay the **callout** and mileage charges back to the **recovery operator's** base or **your** preferred destination if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle** or secure storage costs will not be covered.

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.

3. General Notes

Reclaim Procedure

All benefits may be offered on a pay/claim basis which means that **you** must pay initially and **we** will reimburse **you**. If a benefit is not offered on a pay/claim basis but **you** would prefer to make **your** own arrangements, please notify **our rescue co-ordinator**.

Before paying for any services which **you** intend on reclaiming, authorisation must be obtained from **our rescue co-ordinator**.

Please send copies of any itemised receipt(s) to **reimbursements@call-assist.co.uk** and **we** will reimburse valid costs once these have been verified/processed by **us**.

When **we** are reimbursing costs settled in a currency other than pound sterling (GBP), payment will be made in accordance with the exchange rate on the date of the **claim**.

Uninsured Service

We can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of Vehicle

Our policy only covers the **vehicle** registered on **our** database, therefore any change must be notified immediately by contacting **your** broker. Please provide them with **your** policy number, the new registration, make and model of **your vehicle** and the date **you** wish to make the change.

Governing Law

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.

Language

The contractual terms and conditions, communication and other information relating to this contract will be in the English language.

Measurements

All measurements are calculated using driving distances.

Garage Repairs

Any repairs undertaken either by a separate garage or a **recovery operator** at their premises are provided under a separate contract, which is between **you** and the repairer.

Signing Documentation

You may be asked to sign documents by the **recovery operator** which relate to the service being provided. Whilst **you** are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until **you** have read and understood the content in full. Often, in signing such documentation, **you** will be confirming **your** satisfaction with the service provided by the **recovery operator** and that proper care has been taken with **your vehicle**. In the event **you** require assistance with understanding such documents or **you** have not been satisfied with the service provided by the **recovery operator**, please contact **us** on 01206 785 834 prior to signing.

Estimated Arrival Times

Where **we** arrange for a **recovery operator** to attend **your vehicle**, **we** will provide an estimated time of arrival. Please note this estimate can change based on the availability of **recovery operators** at the time. **We** cannot guarantee the arrival of a **recovery operator** within a specified amount of time. If **you** would prefer to organise **your** own assistance, please obtain authorisation from **our rescue co-ordinator** before arranging this.

Emergency Repairs

Emergency repairs undertaken at the roadside by **recovery operators** cannot be guaranteed and, in some cases, will not be attempted. Due to the nature of roadside assistance, it is not always possible for **recovery operators** to accurately diagnose the fault with the **vehicle** or state whether the **vehicle** is in a roadworthy condition or otherwise safe to drive. **Recovery operators** are not instructed to conduct **vehicle** health inspections.

4. Definitions

Accident

A collision immediately rendering the **vehicle** immobile or unsafe to drive.

Breakdown

An electrical or mechanical failure, lack of fuel, lack of charge, misfuel, flat battery, **accident,** fire, theft, vandalism or puncture to the **vehicle**, which immediately renders the **vehicle** immobilised.

Callout

The deployment of a **recovery operator** to the **vehicle**.

Claim

Each **breakdown** or similar incident resulting in **us** paying **you** or a supplier (or both) for costs covered by this policy.

Home Address

The last known address within the **territorial limits (UK)** recorded on **our** system where **your vehicle** is ordinarily kept.

Horse(s)

Any horses, donkeys or ponies being transported by the **vehicle** at the time of the breakdown, up to the maximum permitted number of **horses** which can legally be transported by the **policyholder's vehicle**.

Passengers

All non-fare paying persons travelling with the **vehicle** at the time of the **breakdown**, up to the legal carrying capacity of the **vehicle**.

Period of Insurance

The duration of this policy as indicated on **your policy schedule** for a period not exceeding twelve months.

Policy Schedule

The document provided by the organisation **you** purchased this policy from detailing the **period of insurance**, eligible **vehicle**(s), and type of cover.

Recovery Operator

The independent technician appointed to attend the **breakdown**.

Rescue Co-ordinator

The telephone operator employed by Call Assist Ltd.

Specialist Equipment

Non-standard apparatus or recovery vehicles which in the opinion of the **recovery operator** are required to recover the **vehicle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

Stables

The location where **your horse(s)** are usually kept overnight.

Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

Territorial Limits (UK)

Great Britain, Northern Ireland, the Isle of Man, Jersey and Guernsey.

Us, We, Our

In respect of handling **your claim**: Call Assist Ltd.

In respect of paying costs which are provided by this policy: Collinson Insurance.

Vehicle

The **vehicle**(s) shown on **your policy schedule** as being eligible for this cover.

You, Your

The person named as the policyholder in the **policy schedule**.

5. Exclusions & General Conditions

Exclusions

Applying to all sections unless otherwise stated.

This insurance does not cover the following:

1) The recovery of any caravan/trailer where the total length of the caravan/trailer exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) or where it is not attached to the **vehicle** with a standard 50mm tow ball coupling hitch.
2) Any **breakdown** occurring or reported within 24 hours of the time the policy was purchased, amended or upgraded. The 24 hour inception delay does not apply when renewing a policy.
3) Any costs incurred to attend the **vehicle** due to faults with electric windows, sun roofs, broken windows/windscreens or locks not working which prevent the **vehicle** from being parked securely, unless the fault occurs during the course of a journey and **your** safety is compromised.
4) **Breakdown** caused by a failure to maintain the **vehicle** in a roadworthy condition including the routine servicing of the **vehicle** in accordance with the manufacturer's recommendations or maintaining proper levels of oil and water.
5) Costs incurred in addition to a standard **callout** and recovery further than 10 miles where service cannot be undertaken at the roadside because the **vehicle** is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles, scooters or **vehicles** which are not able to carry

spare wheels or where the aerosol repair kit cannot repair the puncture.

6) **Specialist equipment**, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the breakdown if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
7) More than six **claims** per insured **vehicle** insurance. Should **you** change **your vehicle** midterm, the number of **claims** provided to the previous **vehicle(s)** will be carried forward.
8) **Claims** totalling more than £15,000 in any one **period of insurance**.
9) **Breakdowns** caused by overloading or where the **vehicle** is overloaded or carrying more **passengers** or **horses** than it is designed to legally carry.
10) Any subsequent **claims** for any symptoms related to a **claim** which has been made within the last 28 days, unless **your vehicle** 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**.
11) The recovery of the **vehicle** and **passengers** beyond the nearest **suitable garage** if repairs can be carried out within the timescales described within this policy, irrespective as to whether you have adequate funds for the repair or wish to claim under a warranty.
12) Any **vehicle** which is not listed on **your policy schedule** as being eligible for breakdown cover with **us**.
13) Any request for service if the **vehicle** 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.
14) Any **vehicle** which is not a Horsebox or used for the purpose of transferring **horses**.
15) Assistance if the **vehicle** is dangerous to transport or cannot lawfully be driven on the public highway, for example where the **vehicle** isn't roadworthy, insured, taxed (unless exempt) or doesn't hold a valid MOT (unless exempt).
16) The cost of draining or removing the incorrect type of or any contaminated fuel (although **we** can arrange this at **your** cost).
17) The cost of any parts, components or materials used to repair the **vehicle**. If the **vehicle** can be repaired at the roadside, **you** can either pay for any parts supplied and fitted or pay for the **vehicle** to be recovered.
18) Repair and labour costs other than up to 60 minutes labour at the scene of the **breakdown**.
19) The use of **specialist equipment** occasionally required because the **vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
20) Storage charges.
21) Any **breakdown** occurring or reported outside the **period of insurance**.
22) Any **breakdown** that occurred before the **vehicle** was placed on cover, or before the policy was upgraded.
23) Any costs (including Police/Statutory Removal Fees) which were not expressly agreed by **us** prior to being incurred. **We** reserve the right not to authorise costs where **we** can make arrangements more cost effectively.
24) The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
25) Any damage or loss to the **vehicle** or its contents (including any personal possessions, loads, tools and equipment). **We** cannot guarantee response/recovery times and it is **your** responsibility to manage the **vehicle's** contents at all times. **You** should notify **us** if **you** need more time to remove any contents prior to the **vehicle** being recovered.
26) Nothing in this policy limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
27) Any cost that would have been incurred if no **claim** had arisen.
28) The cost of fuel, oil or other consumable when hiring a **vehicle**.
29) Overnight Accommodation or Alternative Travel charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
30) Transport costs to collect the **vehicle** once it has been inspected or repaired (unless expressly covered under applicable Alternative Travel benefit) or recovery of the **vehicle** once it has been inspected or repaired.
31) **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 any loss of earnings, missed appointments, loss in value of goods carried, or loss of income.
32) Any cost incurred as a result of **your** failure to remain contactable or comply with reasonable requests by **us** or the **recovery operator** concerning the assistance being provided.
33) A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
34) Fines and penalties imposed by courts.
35) Any cost recoverable under any other insurance policy that **you** may have. **You** agree to assign **your** rights of recovery against any third party for **claims** costs paid by **us** in relation to this policy and **you** shall co-operate with **us** to achieve this where reasonably required.
36) Direct or indirect loss, damage or liability caused by, contributed to or arising from:
37) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
38) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
39) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.
40) The result of interplanetary coronal mass ejection.
41) Large scale computer malfunction or malicious cyber activity.
42) Any **breakdown** of a **vehicle** bearing trade plates or where **we** have reason to believe the **vehicle** has just been imported, purchased at auction or where **we** believe the **vehicle** is being transported in connection with the motor trade e.g. to or from an auction house.
43) **We** shall not provide cover or be liable to pay any **claim** or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

General Conditions

The following conditions apply to all policies.

1. **We** will provide cover if **you** have met all the terms and conditions within this insurance and the information provided to **us**, as far as **you** are aware, is correct.
2. 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 or **our** Mobile Phone app services. If **you** are unable to make a connection on any of the numbers provided, please call:

   01603 327180
3. The policy is not transferable to another policyholder.
4. 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.
5. If a **callout** is cancelled by **you** and a **recovery operator** has already been dispatched, **we** recommend **you** wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent **callouts**.
6. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
7. **We** have the right to refuse service and/or cancel **your** policy if **you** or the **passengers** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue co-ordinator(s)** or the **recovery operator(s)**.
8. The **vehicle(s)** must be registered to and ordinarily kept at an address within the **territorial limits (UK)**.
9. **Vehicles** must be located within the **territorial limits (UK)** when cover is purchased and commences.
10. If in **our** opinion the **vehicle** is beyond economical repair or the cost of the **claim** is likely to exceed the market value of the **vehicle** in its current condition following the **breakdown**, **we**

have the option to pay **you** the market value of the **vehicle** in its current condition and pay **you** reasonable public transport costs for the **passengers** to return to the **home address**. It will be **your** responsibility to apply for a Certificate of Destruction or other such document and **you** will be required to pay for any storage costs whilst this is obtained and any costs to dispose of the **vehicle**. If **you** would prefer the **vehicle** to be transported to the **home address** or original destination, this can be arranged, but **you** will need to pay any costs which exceed the market value of the **vehicle** in its current condition. If the **vehicle** is beyond economical repair, **you** will have one week to advise **us** of how **you** wish to transport or dispose of the **vehicle**. If **you** do not contact **us** within one week **you** consent to **us** to dispose of the **vehicle**. **We** reserve the right to deduct any outstanding costs owed by **you**, in relation to the storage or disposal of the **vehicle**, from the payment made by **us** to **you** for the market value of the **vehicle**.

11. It is **your** responsibility to ensure **you** have sufficient funds to initially pay for the benefits offered by this policy. If funds are not immediately available to **you**, please let **us** know and **we** will try to assist.
12. 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.
13. **We** may decline service if **you** have an outstanding debt with **us**.

6. Renewing & Cancelling Your Policy

Cancellation By You

This policy has a cooling off period of 14 days from the time **you** receive this information or **your** policy start date, whichever is the latter. If **you** do not wish to continue with the insurance, **we** will provide a refund of **your** insurance premium paid, providing no **claim** has been made.

You may cancel **your** policy after the 14 day cooling off period but no refund of **your** insurance premium is available.

A refund of premium is not available if the **period of insurance** of the policy is for a period of less than one month.

If **you** wish to cancel, please call **your** broker to discuss.

Cancellation By Us

We have the right to cancel this policy at any time by sending 7 days' notice to **your** correspondence address however **we** must have valid reasons for doing so. Valid reasons include but are not limited to:

- Suspected or proven fraud;
- Non-payment of premium when it is due;
- **We** discover **you** are no longer eligible for cover with **us** or a **vehicle** isn't being used in accordance with the policy wording;
- If **you** are threatening or abusive to **our** staff or the people **we** instruct to assist with **your breakdown**, including the **recovery operators**; or
- It is evident **you** have failed to maintain the **vehicle** in a roadworthy condition including not having the **vehicle** routinely serviced in accordance with the manufacturer's recommendations.

In such situations, providing no **claim** has been made within the first 6 months from the inception date of **your** policy, **we** will refund **your** premium in full. Where **you** have received a service or where the policy has been in force for a period of more than 6 months, no premium refund will be available to **you**. Cancelling **your** policy will be in addition to any other legal rights **we** may have.

7. Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy; or
- Fails to reveal or hides a fact likely to influence the cover **we** provide; or
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false; or
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false; or
- Makes a **claim** under the policy, knowing the **claim** to be false, dishonest, exaggerated or fraudulent in any way; or
- Makes a **claim** for any loss or damage **you** caused deliberately or with **your** knowledge;

we will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent **claim**. **We** may also take legal action against **you** and inform the appropriate authorities.

8. Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

a) Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of **your** application for cover under the policy.
b) Make sure that all information supplied as part of **your** application for cover is true and correct.
c) Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in line with the requirement of the Act may mean that **your** policy is invalid, and **you** won't be able to make a **claim**.

9. Your Data

Your Personal Data

Peliwica Insurance ("Distributor") collects and maintains personal data as an independent Data Controller in order to administer this policy.

Call Assist Ltd ("Call Assist") collects and maintains personal data as an independent Data Controller in order to provide the services detailed within this policy wording.

Collinson Insurance ("Insurer"), the insurer of this policy, also acts as an independent Data Controller.

Please note that all personal data that is held by the Data Controllers is safeguarded with appropriate levels of security and in accordance with prevailing Data Protection legislation which includes the Data Protection Act 2018, the United Kingdom General Protection Regulation (the UK GDPR) and all other Applicable Laws, any successor or replacement legislation relating to the processing of personal data.

Call Assist Privacy Policy

Call Assist's full Privacy Policy can be accessed online via https://www.call-assist.co.uk/privacy-policy. Enquiries in relation to personal data held by Call Assist should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.

Sharing Your Personal Data

We will only share **your** personal data in the following circumstances:

- it has been authorised by **you**;
- it is with regulatory bodies;
- it is with fraud prevention and credit reference agencies;
- it is required by law;
- it is being provided to **recovery operator**s or other suppliers as required to fulfil **our** contractual and legal obligations in this Policy Wording. In these circumstances, **your** personal data will be limited to the minimum ordinarily required for service provision. Additionally, these suppliers will only be able to use **your** personal data to provide the specific services described in this policy.

- it is necessary for **us** to exercise **our** rights of subrogation as outlined in exclusion 35.

Your Rights

Under the terms of Data Protection legislation, **you** have a number of rights in relation to the information **we** hold about **you**. This includes the right to:

- ask for a free copy of any personal data **we** hold about **you**;
- ask for correction of any inaccurate information held;
- complain to the Information Commissioner's Office if **you** are not satisfied with **our** use of **your** personal data;
- object to the processing of **your** personal data where **we** are relying upon a legitimate interest, and there is something about **your** particular situation which makes **you** want to object to processing it;
- ask for the processing of **your** personal data to be restricted. This enables **you** to ask **us** to suspend the processing of personal information about **you**;
- ask for **your** personal data to be transferred to another company;
- ask for **your** personal data to be deleted from **our** system/database;
- where **we** rely on **your** consent to process **your** personal data, **you** have the right to withdraw **your** consent at any time.

Please note that there are times when **we** will not be able to meet **your** requests in relation to data processing. This may be as a result of **us** fulfilling **our** legal and/or regulatory obligations. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Should **you** wish to exercise any of **your** rights under the Data Protection legislation, please direct **your** enquiry to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by email to DPO@call-assist.co.uk.

Collecting Your Information

We will collect a variety of information about **you** including **your** personal data such as **your** name, address, contact details and date of birth. Where relevant, **we** will also collect special categories of data (sensitive data) about **you** such as details regarding **your** health. **We** may also collect information from a number of different sources for example:

- from publicly available sources such as social media and networking sites when **you** interact with **us**. For example sending **us** a message or entering into a competition;
- third party databases available to the insurance industry and firms, loss adjustors and/or suppliers appointed in the process of handling a **claim**.

Using Your Personal Data

We only process the minimum amount of personal data **we** need in order to fulfil **our** purposes, and only where **we** have a lawful basis for doing so.

The legal basis **we** mainly rely on for processing personal data is Article 6(1)(b) of the UK General Data Protection Regulation (UK GDPR) which relates to processing necessary to allow **us** to perform **our** contract with **you** or to take steps at **your** request, before entering a contract. The purposes for which **we** will process **your** personal data on the basis of contract include to provide **you** with the appropriate policy quotation as well as to manage **your** policy which may include handling a **claim** or issuing documentation to **you**. **Our** assessment of **your** policy application may also involve an automated decision to determine whether **we** are able to provide **you** with a quotation. If **you** object to **your** personal data being processed by automated decision-making, then **we** will not be able to provide **you** with breakdown cover.

In some cases, **we** may use personal data to pursue **our** legitimate interests (Article 6(1)(f) of the UK GDPR), provided **your** interests and fundamental rights do not override those interests. The purposes for which **we** will process **your** personal data on the basis of legitimate interest include to carry out research and analysis (including profiling) for the purposes of better understanding **our** customers; and to record calls to **our** call centre for training and monitoring purposes.

We would also like to stay in contact with **you**, and will therefore send marketing communications to **you** but only where **you** have given **us** specific consent to do so (Article 6(1)(a) of the UK GDPR).

Keeping Your Personal Data

Your data is considered to be an important asset to **us**, and as such, **we** implement technical and organisational measures to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures **we** take to keep **your** data secure include, but are not limited to:

- making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

Use and Storage of Your Personal Data

We will retain **your** personal data for a maximum of seven years from the end of this policy, in line with **our** legal and regulatory requirements.

Where possible, **we** will anonymise or remove **your** personal data that is no longer required for the purpose(s) for which it was obtained.

We will only keep **your** data for as long as is necessary to provide **our** products and services to **you** and/or fulfil **our** legal and regulatory obligations.

Your data may be transferred to, stored or processed outside the UK and European Economic Area (EEA). **We** will not transfer **your** information outside the UK and EEA unless it is to a country which is considered to have equivalent data protection laws or where **we** have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

Collinson Insurance Privacy Policy

How We Use The Information About You

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you.**
- Issue **you** this insurance policy.
- Deal with any **claims** or requests for assistance that **you** may have.
- Service **your** policy (including **claims** and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

In order to administer **your** policy and deal with any **claims**, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting https://cifas.org.uk/fpn and https://insurancefraudbureau.org/privacy-policy.

Processing Your Data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

How We Store And Protect Your Information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given **us**.

How You Can Access Your Information And Correct Anything Which Is Wrong

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com
Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk.

10. Our Promise To You

Complaints Procedure

We aim to provide a high standard of service. Please telephone **us** if **you** feel **we** have not achieved this and **we** will do **our** best to rectify the problem immediately.

Any complaint **you** have regarding **your** policy should be addressed to Call Assist Ltd using any of the options below.

Mail:	Axis Court, North Station Road, Colchester, Essex CO1 1UX
Email:	customerservices@call-assist.co.uk
Telephone:	01206 771788

Please include the details of **your** policy and in particular **your** policy number, to help **your** enquiry to be dealt with efficiently.

We promise to:

- acknowledge **your** complaint within five working days of receiving it;
- review **your** complaint with impartiality;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to **you** to let **you** know when **we** will contact **you** again.

If **you** remain dissatisfied with **our** final decision or if **you** have not received **our** final decision within 8 weeks of **us** receiving **your** complaint, short of court action, **you** may be entitled to ask The Financial Ombudsman Service to review **your** case. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. If **you** do not refer **your** complaint within six months of **our** final decision The Financial Ombudsman Service will not have **our** permission to review **your** case and will only be able to do so in limited circumstances, such as if the delay was due to exceptional circumstances.

The Financial Ombudsman Service can be contacted at the following address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9123 (free from some mobile phones) or email complaint.info@financial-ombudsman.org.uk.

For further information, **you** can also visit the website: www.financial-ombudsman.org. Following the complaints procedure does not affect **your** rights to take legal proceedings.

Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the **claim**.

Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk.

Service Provider and Insurer

This service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

The policy is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority.

Call Recording

To help **us** provide a quality service, **your** telephone calls may be recorded for training and monitoring purposes.