



# Motor Vehicle Breakdown Insurance

# Introduction

Firstly, we'd like to thank you for purchasing this policy. Dynamo Cover Limited are an insurance broker who provide of a number of insurance products including this Breakdown Policy.

# **Cover Schedule**

It is important that you print your schedule of insurance and keep it in the insured vehicle at all times. Your schedule contains all the required details about your policy, the roadside agent may require sight of the document in the event of a breakdown.

# Who do I need to call?

Should you have a policy query, need to change something with your policy or would like to renew, then please contact Dynamo Cover on 0330 22 32 897.

Should you need to make a claim, then please call the claims administrator at any time using the 24hr emergency telephone number: **01206 812725**.

We hope you have been pleased with our service so far and hope that we'll continue to impress you for years to come.

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Alex Mills Managing Director



#### Your Contract of Insurance – Road Rescue

Welcome to your Dynamo Breakdown Insurance Policy Document.

This insurance is arranged by Dynamo Cover Limited who are authorised and regulated by the Financial Conduct Authority under registration number 781314.

This Policy is underwritten by Fortegra Europe Insurance Company P.L.C. UK Branch, a branch of Fortegra Europe Insurance Company P.L.C. (Financial Conduct Authority registration number 805770).

Understanding **your** Policy: Please read this policy carefully and make sure **you** understand fully and comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void.

All insurance documents and all communication with you about this policy will be in English.

The Insurance Contract: This Policy Document and **your schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully, along with **your** insurance **schedule**, so **you** can be sure of the cover provided and to check that it meets **your** needs.

#### **IMPORTANT**

Dynamo Cover do not provide advice or a personal recommendation about the suitability of this Policy. It is your responsibility to ensure the Policy meets **your** needs.

It is important that **you** check **your schedule** to ensure that the information that **you** have provided to **us** is accurate. Please take the time to read the contents of this policy to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions. This policy wording and **your schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason.

#### How to Make a Claim

You must report any claim to the claims administrator as soon as reasonably possible. If your vehicle breaks down, please call the claims administrator on 01206 812725 from the UK or on 0044 1206 812725 from outside the UK.

Please have the following information ready to provide to the claims administrator:

- Your telephone number;
- Your policy number and vehicle registration;
- The precise location of your vehicle (or as close as you are able in the circumstances).

If you are unable to provide this information, the claims administrator may refuse to provide assistance, or may require you to provide your debit or credit card details to secure attendance of a roadside agent.

**Please Note:** Should a **roadside agent** attend **your** vehicle breakdown and it is found that **you** are not covered under this insurance, **you** will still be able to arrange assistance on a pay as **you** go basis. In this instance, all costs for the callout and any additional assistance provided will be charged to **you** directly.

If you are deaf, hard of hearing or speech impaired, please send a text message containing your full name, policy number, vehicle registration and postcode to 07537 404890.

Based on the information **you** provide; the **claims administrator** will make arrangements for the attendance of a **roadside agent** to attend **your vehicle** and will contact you to advise which **roadside agent** will be attending and how long they are expected to take. Where possible, please ensure **your** mobile phone is always available to accept calls in case the **claims administrator** needs to contact **you. You** will need to be with **your 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 the **claims administrator** who will arrange for **you** to be called when the recovery operator is nearby, 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 the **claims administrator** 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 the **claims administrator**, or are unaware of **your** location, please use the nearest SOS box and advise the Emergency Services of the **claims administrators** telephone number and ask them to contact the **claims administrator** on **your** behalf. If the Police or Highways Agency are present at the scene, please advise them if **you** have contacted the **claims administrator** and provide them with the **claims administrators'** telephone number to call on **your** behalf.



### Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy in **bold** -

Accident: A collision immediately resulting in the vehicle being made immobile or unsafe to drive.

**Breakdown:** A mechanical or electrical breakdown, lack of fuel, **mis fuelling** of the **vehicle** including contamination, a flat battery or a puncture to the tyre(s) of the **vehicle** which immediately results in the **vehicle** being immobilised, or the **claims administrator** deem to be dangerous for **you** to drive, within the **territorial limit** but, not as a result of an accident, fire, flood, theft or any act of vandalism.

Please Note: For all tyre claims, we will require you to have available: -

- Your locking wheel nut key (If applicable)
- A legal spare wheel, space saver or aerosol kit

If these are not available, service can still be provided but, are subject to a £30.00 excess in addition to any excess due under the selected policy.

Callout: The deployment of a roadside agent to your vehicle

Claims Administrator: Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

**Trip Duration:** Commences on the date the **vehicle** departs the UK and ceases upon **your** return to the UK for a period not exceeding 90 days or the expiry date of the policy whichever is the earliest.

Excess: the first amount of each claim payable by you. Please check your schedule for the excess amount payable.

**Hire and Reward:** Any private or public hire that includes any payment of monies or in kind by the passengers that gives them right to be carried, this excludes car sharing schemes.

Home Address: The address you live in within the United Kingdom.

Home Assist: Assistance within a ¾ mile radius of your home address.

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

**Mis-fuelling:** Accidentally fuelling **your vehicle** with the **i**ncorrect fuel, **we** pay up to £250 (inclusive of VAT) for the draining of incorrect or contaminated fuel and replacement with up to 10 litres of the correct fuel. **We** will not pay for any additional labour costs over and above that required to drain inappropriate or contaminated fuel and replace with the correct fuel.

Nationwide Recovery: If your vehicle cannot be repaired within the same working day, we will arrange to transport your vehicle, you and the passengers to be transported to your home address.

**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 period between the policy start date, when cover commences, and the **polic**y end date as noted on **your** schedule.

Roadside Agent: The agent appointed by the claims administrator to assist you.

Schedule: the document which forms part of the policy containing your name, home address, level of cover provided and any excess that may apply.

**Specialist Equipment:** Non-standard apparatus or recovery vehicles which in the opinion of the **roadside agent** are required to recover or diagnose faults with the **vehicle**. **Specialist equipment** includes but is not limited to winching (skates) and specialist lifting equipment.

**Territorial Limits (Europe):** Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey (for non-residents), Hungary, Italy, Jersey (for non-residents), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and Vatican City.



Territorial Limits (UK): The United Kingdom, the Isle of Man and (for residents only) the Channel Islands.

United Kingdom: England, Scotland, Wales, and Northern Ireland.

Vehicle: The private car, campervan or motorcycle detailed within **your schedule** which is 20 years or less than in age. Light commercial vehicle (excluding couriers and hire and reward) detailed within **your schedule** which is 15 years or less than in age. The **vehicle** will also need to be less than 3,500 kg (3.5 tonnes) gross **vehicle** weight and if **your vehicle** 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 vehicle**.

Waiting Period: The first 48 hours from the inception of your policy.

**We/Us/Our/Insurer:** Fortegra Europe Insurance Company P.L.C. UK Branch, a branch of Fortegra Europe Insurance Company P.L.C. (Financial Conduct Authority registration number 805770). Fortegra Europe Insurance Company P.L.C. has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number C 84703), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Together with its UK Branch, Fortegra Europe Insurance Company P.L.C. is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority. Fortegra Europe Insurance Company Ltd has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916). Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at https://www.fortegra.eu/solvency-and-financial-condition-report.

You/Your/Yourself: The person named on the schedule as the holder of this policy.



# **Cover Levels**

#### 1 CALL UK - Roadside Assistance & Local, Nationwide Recovery and Home Assist

In the event of a **breakdown** which occurs within the **territorial limits (UK)**, including at the **home address**, the **claims administrator** will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent** they are unable to repair the **vehicle** at the roadside within 60 minutes the **claims administrator** will assist in the following way: -

Either:

- Arrange and pay for your vehicle, you and the passengers to be recovered to the nearest suitable garage which can undertake the repair.
- Or:
  If the above is not possible at the time or the repair cannot be made within the same working day, the claims administrator will arrange for your vehicle, you and the passengers to be transported to your home address or chosen destination whichever is pearer.

Any recovery must take place at the same time as the initial **callout** otherwise, **you** will be required to pay for subsequent **callout** charges. If **your vehicle** requires recovery, **you** must immediately inform the **claims administrator** of the address **you** would like the **vehicle** taking to.

Once the vehicle has been delivered to the nominated address, the vehicle will be left at your own risk.

#### **Driver Illness or Injury**

In the event **you** suffer an illness or injury whilst away from **your home address** provided none of **your passengers** are qualified and competent person able to drive, **we** will arrange and pay for **your vehicle** to be transported or driven by a chauffeur to **your home address**. A medical certificate will be required for the **claims administrator** to validate **your** claim and the **claims administrator** will only accept claims which occur and are made within the **period of insurance**. **You** must pay any costs relating to obtaining the medical certificate.

#### **Alternative Transport**

We will pay up to £250 towards the cost of alternative transport or vehicle hire to allow you to complete your original journey. We will also pay up to £110 towards the cost of alternative transport for one person to return and collect the repaired vehicle (Alternative Transport must be standard class.

#### **Emergency Overnight Accommodation**

We will pay a maximum of £160 for a lone traveller or £80 per passenger when not travelling alone for one night on a bed and breakfast basis, whilst **your vehicle** is being repaired. The maximum payment per incident is £600.

#### Conditions applying to Alternative Transport & Emergency Overnight Accommodation Cover

- a) These services will be offered on a pay/claim basis, which means that you must pay initially, and the claims administrator will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from the claims administrator. The policy will pay towards the reasonable cost up to the benefit limit of alternative transport or a hire vehicle up to 1600cc to allow you to continue your trip. The policy will only pay for a hire vehicle which the claims administrator deem is appropriate for your requirements and is available at the time. We will only reimburse claims when the claims administrator is in receipt of a valid invoice or receipt.
- b) The **vehicle** must be repaired at the nearest suitable garage to the **breakdown** location.
- c) The vehicle cannot be repaired the same working day.
- d) The breakdown must have occurred more than 30 miles away of your home address.
- e) The **claims administrator** will determine which benefit is offered to **you** depending upon the circumstances of the **breakdown** and what is the most cost-effective option for **us**.

#### **Message Service**

If you require, the claims administrator will pass on two messages to a friend, a family member or work to let them know of your predicament and ease your worry.



#### **UK RECOVERY - Roadside Assistance & Local Recovery**

In the event of a **breakdown** which occurs within the **territorial limits (UK)**, and more than 3/4 mile from **your home address**, the **claims administrator** will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent** they are unable to repair the **vehicle** at the roadside within 60 minutes the **claims administrator** will assist in the following way: -

Either:

- Arrange and pay for your vehicle, you and the passengers to be recovered to the nearest suitable garage which can undertake the repair
  - Or
- We will arrange for your vehicle, you and the passengers to be transported to your home or intended destination
- We will choose whichever is **Nearest** to the scene of the **Breakdown** in the opinion of our **Operator**.

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

If your vehicle requires recovery, you must immediately inform us of the address you would like the vehicle taking to. Once the vehicle has been delivered to the nominated address, the vehicle will be left at your own risk.

#### **Message Service**

If you require, the claims administrator will pass on two messages to a friend, a family member or work to let them know of your predicament and ease your worry.

#### UK RECOVERY PLUS - Roadside Assistance & Recovery and Home Assist

If you have opted and paid for Recovery Plus, this includes all the same benefits as the UK RECOVERY, with the addition of **home** assist and the benefits of Alternative Transport, misfuelling cover and Emergency Overnight Accommodation

The claims administrator will send help to your home address or within 3/4 a mile radius of your home address in the event your vehicle suffers a breakdown.

#### **Driver Illness or Injury**

In the event **you** suffer an illness or injury whilst away from **your home address** provided none of **your passengers** are qualified and competent person able to drive, **we** will arrange and pay for **your vehicle** to be transported or driven by a chauffeur to **your home address**. A medical certificate will be required for the **claims administrator** to validate **your** claim and the **claims administrator** will only accept claims which occur and are made within the **period of insurance**. **You** must pay any costs relating to obtaining the medical certificate.

### **Alternative Transport**

We will pay up to £250 towards the cost of alternative transport or vehicle hire to allow you to complete your original journey. We will also pay up to £110 towards the cost of alternative transport for one person to return and collect the repaired vehicle (Alternative Transport must be standard class).

#### **Emergency Overnight Accommodation**

We will pay a maximum of £160 for a lone traveller or £80 per passenger when not travelling alone for one night on a bed and breakfast basis, whilst **your vehicle** is being repaired. The maximum payment per incident is £600.

#### Conditions applying to Alternative Transport & Emergency Overnight Accommodation Cover

- a) These services will be offered on a pay/claim basis, which means that you must pay initially, and the claims administrator will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from the claims administrator. The policy will pay towards the reasonable cost up to the benefit limit of alternative transport or a hire vehicle up to 1600cc to allow you to continue your trip. The policy will only pay for a hire vehicle which the claims administrator deem is appropriate for your requirements and is available at the time. We will only reimburse claims when the claims administrator is in receipt of a valid invoice or receipt.
- b) The **vehicle** must be repaired at the nearest suitable garage to the **breakdown** location.
- c) The **vehicle** cannot be repaired the same working day.
- d) The breakdown must have occurred more than 50 miles away of your home address.
- e) The claims administrator will determine which benefit is offered to you depending upon the circumstances of the breakdown and what is the most cost-effective option for us



## NATIONAL PLUS HOME PERSONAL/VEHICLE - Roadside Assistance & Recovery, Nationwide Recovery and Home Assist

If **you** have opted and paid for National Plus, it includes all the same benefits as Standard Recovery, with the addition of full nationwide recovery, **home assist, key** and the additional benefits of Alternative Transport, driver illness or injury and Emergency Overnight Accommodation.

The claims administrator will send help to your home address or within 3/4 a mile radius of your home address in the event your vehicle suffers a breakdown.

If the **vehicle** cannot be repaired within the same working day in accordance with the Standard Recovery cover, the **claims** administrator will arrange for the **vehicle**, **you** and the **passengers** to be recovered to **your home address**, or **your** intended destination within the **territorial limits (UK)**.

Recovery of the **vehicle**, **you** and passengers must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If your vehicle requires recovery, you must immediately inform the claims administrator of the address you would like the vehicle taking to.

Once the vehicle has been delivered to the nominated address, the vehicle will be left at your own risk.

#### **Driver Illness or Injury**

In the event **you** suffer an illness or injury whilst away from **your home address** provided none of **your passengers** are qualified and competent to drive, the **claims administrator** will arrange, and **we** will pay for **your vehicle** to be transported or driven by a chauffeur to **your home address**. A medical certification clearly stating that **your** illness or injury is preventing **you** from driving will be required before any claim is authorised. **You** must pay any costs relating to obtaining the medical certificate.

# Alternative Transport

We will pay up to £260 (up to £500 in the **territorial limits (Europe)**) towards the reasonable cost of **alternative transport** or **vehicle** hire. We will also pay up to £100 towards the reasonable cost of **alternative transport** for one person to return and collect the repaired **vehicle** (Alternative Transport must be standard class).

## **Emergency Overnight Accommodation**

We will pay a maximum of £150 for a lone traveller (£175 for territorial limits (Europe)) or £75 (£100 for territorial limits (Europe)) per passenger when not travelling alone for one night on a bed and breakfast basis, whilst your vehicle is being repaired. The maximum payment per incident is £600. (£1,000 for territorial limits (Europe)).

#### Conditions applying to Alternative Transport & Emergency Overnight Accommodation Cover

- a) These services will be offered on a pay/claim basis, which means that you must pay initially, and the claims administrator will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from the claims administrator. The policy will pay towards the reasonable cost up to the benefit limit of alternative transport or a hire vehicle up to 1600cc to allow you to continue your trip. The policy will only pay for a hire vehicle which the claims administrator deem is appropriate for your requirements and is available at the time. We will only reimburse claims when the claims administrator is in receipt of a valid invoice or receipt.
- b) The **vehicle** must be repaired at the nearest suitable garage to the **breakdown** location.
- c) The **vehicle** cannot be repaired the same working day.
- d) The breakdown must have occurred more than 30 miles away of your home address.
- e) The **claims administrator** will determine which benefit is offered to **you** depending upon the circumstances of the **breakdown** and what is the most cost-effective option for **us**.

# EUROPEAN PLUS (VEHICLE ONLY) - Roadside Assistance & Recovery, Nationwide Recovery, Home Assist and European

If you have opted and paid for European cover, it includes all the same benefits as the National Plus, with the addition of assistance within the **territorial limits (Europe)**. Cover will be provided within **territorial limits (Europe)** where the maximum of any single **trip duration** does not exceed 90 days in any one consecutive 12-month policy period.

The **claims administrator** will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent**, they are unable to repair the **vehicle** at the roadside within 60 minutes, the **claims administrator** will assist in the following way: -

Arrange and pay for your vehicle, you and the passengers to be recovered to the nearest garage able to undertake the repair.
 Or



If the vehicle cannot be repaired within 96 hours or by your intended return, whichever is the later, the claims administrator will arrange for your vehicle, you and the passengers to be transported either to your home address, or if you would prefer and it is closer, your original destination within the territorial limits (Europe).

Please note: For European assistance, your policy start date must be before the start of your journey to the territorial limits (Europe).

#### **Shipping of Spare parts**

Where it is more efficient and cost effective to do so, the **claims administrator** will pay the reasonable cost of shipping replacement parts to the repairing garage within the **territorial limits (Europe)**. You will be responsible for the cost of the spare parts and the **claims administrator** will only organise shipping once you have confirmed the spare parts have been paid for. Although the **claims administrator** will endeavour to source the required spare parts for **you**, the **claims administrator** can make no guarantee the parts will be immediately available to us.

#### **Special Conditions Applying to Europe**

- If you have broken down on a motorway or major public road in France and some other European countries, you will need to seek assistance from the roadside SOS phones, which will be answered by the police. They will arrange for 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 the claims administrator for further assistance. We will pay a maximum of £150 towards reimbursement of the costs, but we will only reimburse claims when the claims administrator 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 the territorial limits (Europe) country during a public holiday, many services will be closed during the holiday period. In these circumstances, it may take more time for the claims administrator to assist you and effect a repair to your vehicle. The claims administrator cannot be held liable for any delays in reaching your destination.
- The claims administrator will provide service in the territorial limits (Europe) where the maximum single trip duration does not exceed the period which is noted on your schedule. However short-term policies (those with a period of insurance lasting one month or less) will be limited to a single trip not exceeding the period of insurance.

#### **General Information Regarding European Breakdown**

Remember to take **your** V5C **vehicle** registration document with **you** during **your** journey. **You** will need to carry the original, as proof of ownership of the **vehicle**. If **you** are not the owner of the **vehicle**, **you** will need a letter of authority from the owner and a **vehicle** on Hire Certificate (VE103) instead.

If **your** V5C registration document or VE13 document is not immediately available, **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 **territorial limits (Europe)** and help may take longer in arriving. The **claims administrator** will require as much information as possible from **you** regarding the location of **your vehicle**. The **claims administrator** will need to know if **you** are on an outward or inward journey and details of **your** booking arrangements. When the **claims administrator** has all the required information the **claims administrator** will liaise with their **territorial limits (Europe)** network, **you** will be kept updated. For this reason, the **claims administrator** ask that **you** remain at the telephone number **you** called from.

#### Conditions applying to Alternative Transport & Emergency Overnight Accommodation Cover

- a) These services will be offered on a pay/claim basis, which means that you must pay initially, and the claims administrator will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from the claims administrator. The policy will pay towards the reasonable cost up to the benefit limit of alternative transport or a hire vehicle up to 1600cc to allow you to continue your trip. The policy will only pay for a hire vehicle which the claims administrator deem is appropriate for your requirements and is available at the time. We will only reimburse claims when the claims administrator is in receipt of a valid invoice or receipt.
- b) The **vehicle** must be repaired at the nearest suitable garage to the **breakdown** location as determined by the **claims administrator**.
- c) The **vehicle** cannot be repaired the same working day.
- d) The breakdown must have occurred more than 30 miles away of your home address.
- e) The claims administrator has sole discretion to determine which benefit is offered to you depending upon the circumstances of the breakdown.

#### **Message Service**

If you require, the claims administrator will pass on two messages to a friend, a family member or work to let them know of your predicament and ease your worry.



#### **GENERAL EXCLUSIONS**

The insurer will not pay for claims arising from or associated with:

- 1) The transportation of livestock.
- 2) Any excess payable on a claim
- 3) Any **vehicle** over 15 years for European; plus cover and any vehicles over 20 years for all other cover levels at the inception of this policy.
- 4) 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 the **vehicle** with a standard towing hitch; or
- 5) Any **vehicle** over 10 years for any 'Personal' cover.
- 6) Breakdowns to the caravan or the trailer itself.
- 7) Callouts due to the failure of your heating or air conditioning units.
- 8) A callout where glass or windscreens have been damaged.
- 9) **Callouts** for tyres, where the tyre tread is below the legal limit.
- 10) Callouts for vehicles that are not secure or have faults with electric windows, sunroofs or locks not working.
- 11) A second callout due to the intended original destination being closed, inaccessible or if you choose to change location.
- 12) **Breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
- 13) Costs incurred in addition to a standard callout where you are not carrying a legal spare wheel(s) and tyre(s), space saver wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
- 14) Costs incurred in respect of specialist equipment, additional manpower and/or recovery vehicles.
- 15) Costs incurred in respect of 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.
- 16) Overloading of the **vehicle** or carrying more passengers than it is designed to carry.
- 17) Any claims above the market value of the **vehicle**.
- 18) Vehicle faults or symptoms from faults which have not been remedied or repaired by a suitable garage where **you** have requested a **callout** within the last 28 days.
- 19) The recovery of the **vehicle** 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, the **claims administrator** will only recover the **vehicle** and passengers to one address in respect of any one **breakdown**.
- 20) Any vehicle which is not listed on your schedule as being eligible for breakdown cover.
- 21) A **breakdown** following use of the **vehicle** for, motor racing, rallies, **hire and reward**, courier services, off road driving, rallies, track days, duration or contest or speed trials or practice for any of these activities.
- 22) Assistance if the **vehicle** is in an illegal condition, untaxed, uninsured or un roadworthy.
- 23) Excluded vehicles: Minibuses, motorhomes, horseboxes, or limousines, vehicles exceeding 3,500 kg (3.5 tonnes) gross vehicle weight.
- 24) Assistance if the **vehicle** breaks down in a place the **claims administrator** cannot access or will be dangerous or illegal to transport.
- 25) The cost of any parts, components or materials used to repair the **vehicle**.
- 26) Repair and labour costs other than 60 minutes roadside labour where appropriate, at the scene of the breakdown.
- 27) The use of **specialist equipment** if the **vehicle** has modifications which impede the usual method of recovery.
- 28) Any vehicle which is already at a garage or other place of repair.
- 29) Storage charges.
- 30) A breakdown which occurs:
  - a) Prior to the start date of this policy or within the **waiting period** of this policy (unless **you** have previously held a like for like without any gap with another supplier (proof will be required if a **claim** is reported within this period)
  - b) Prior to the date the **vehicle** was placed on cover, or
  - c) Before the policy was upgraded from a lower level of cover
- 31) More than 1 callout for 1Call.
- 32) Claims totalling more than £5,000 in any one period of insurance.
- 33) Any costs or expenses not authorised by us.
- 34) Costs incurred in respect of a recovery further than 20 miles for Standard Recovery/Standard Recovery XS or Recovery Plus/Recovery Plus XS.
- 35) The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidental costs.
- 36) Expenses incurred prior to a claim being agreed and authorised by us.
- 37) Charges made by any other company (including police recovery) other than the **roadside agent**'s costs, a car hire agency' or accommodation charges which have been authorised by the **claims administrator**.
- 38) Any charges where **you**, having contacted the **claims administrator**, effect recovery or repairs by other means unless the **claims administrator** have agreed to reimburse **you**.
- 39) Any costs that would have been incurred if no claim had arisen.
- 40) Any false or fraudulent claims.
- 41) The cost of alternative transport other than to your destination and a return trip to collect your repaired vehicle.



- 42) This policy does not cover breakdowns due to an accident.
- 43) The cost of fuel, oil or insurance for a hire **vehicle**.
- 44) Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
- 45) Recovery of the vehicle or your transport costs to return the vehicle to your home address once it has been inspected or repaired.
- 46) Any claim resulting in any way from: War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 47) Any damage or loss to your vehicle or its contents and any injury to you or any third party caused by us or the roadside agent.
- 48) We will not pay for any losses that are not directly covered by the terms and conditions of this policy, including (but not limited to), the cost of collecting your vehicle from a repairer or for costs incurred by you having to take time off work due to a breakdown.
- 49) Failure to comply with requests by us or the claims administrator concerning the assistance being provided.
- 50) A request for service following any intentional or wilful damage caused by you to your vehicle.
- 51) Fines and penalties imposed by a court.

### Additional Exclusions applying to the European Assistance

The insurer will not pay for claims arising from or associated with:

- 1) Service where repatriation costs exceed the market value of the **vehicle**.
- 2) The cost of recovery from a European motorway exceeding £150.
- 3) Repatriation to the UK within 96 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 the **vehicle** can be repaired but **you** do not have adequate funds for the repair.
- 5) Any claim where any single trip duration is planned to or subsequently exceeds 90 days.

#### **Claims Conditions**

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

- 1) If the claims administrator has not received details of your cover prior to assistance being required, the claims administrator will assist you however before assistance can be provided the claims administrator will take a pre-authorisation payment on a credit or debit card for the estimated cost of the assistance. If the claims administrator subsequently receive confirmation that you have adequate cover the funds will be released. If the claims administrator receive confirmation that you do not have adequate cover, the claims administrator will take payment for any uninsured costs.
- 2) You must remain with or nearby the vehicle until help arrives, provided it is safe to do so.
- 3) You must ensure personal possessions are removed from the vehicle prior to your vehicle being recovered.
- 4) If a callout is cancelled by you and a roadside agent has already been dispatched, a callout will still be deducted from your policy, if you have an excess policy, your excess will not be funded. The claims administrator recommend that 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.
- 5) The claims administrator may charge you for any costs incurred as a result of incorrect location details being provided.
- 6) The claims administrator may refuse to provide the service if you or your passengers are being obstructive in allowing the roadside agent to provide the most appropriate assistance or are abusive to the claims administrators or roadside agent.
- 7) Your vehicle must be registered at and ordinarily kept at an address within the territorial limits (UK).
- 8) Your vehicle must have a valid MOT certificate if it is required to have one.
- 9) The **vehicle** must be covered under a valid motor insurance policy at all times.
- 10) The vehicles must be located within the territorial limits (UK) when cover is purchased and commences.
- 11) You must provide proof of outbound and inbound travel dates if the claims administrator requests them.
- 12) We will only pay ferry and toll fees within the territorial limits (UK).
- 13) If the **roadside agent** can repair **your vehicle** at the roadside, **you** must immediately pay for any parts supplied and fitted by debit or credit card.
- 14) If the vehicle is recovered to a garage that can repair the vehicle within the terms stated, the repair must be carried out there. 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 refused.
- 15) 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 refused.
- 16) 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 benefit **we** have paid out from **you** in order to pay for the uninsured service.
- 17) The claims administrator may refuse to provide a service if you have an outstanding debt with the claims administrator or us.
  18) If you have a right of action against a third party, we reserve the right to recover any costs incurred by us and you must co-
- operate with **us** in doing so.



- 19) If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** must claim these costs from the **insurer** and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
- 20) **Our roadside agents** must comply with the relevant law and regulations limiting the number of hours they can drive. Regular breaks and 'changeovers' may be required when transporting **your vehicle**.
- 21) We will not be held liable for any costs incurred if you are unable to make a telephone connection to any numbers provided, under any circumstances.
- 22) This policy is not transferable to another person.
- 23) If the **vehicle** is unroadworthy in the opinion of **our** roadside agent due to lack of maintenance, **we** may terminate **your** policy immediately by notifying **you** by letter to **your home address**, unless **you** are able to provide up to date servicing records.

# **Automatic Renewal**

Automatically renewing **your** policy means Dynamo Cover will keep **your** payment details securely on **our** files so that Dynamo Cover can debit **your** premium at **your** next renewal. **We** will contact **you** up to 21 days prior to **your** renewal date, to confirm the new premium payable and to remind **you**, that a payment will be debited up to 7 days after the policy renewal date. If **you** do not wish to renew **your** policy or require changes to **your** policy details, please contact us at least 14 days prior to **your** renewal date.

If you have not selected to automatically renew your policy, we will contact you 21 days prior to the expiry of your policy advising you of your renewal price and how to arrange for your policy to be renewed.

### **Policy Transfer**

You can transfer this policy to a new vehicle providing, the vehicle falls into the same age banding or lower than your current vehicle.

To change your registered vehicle, **you** will need to contact Dynamo Cover. There will be an administration fee to transfer this policy over to a new **vehicle**.

Any new vehicle added to this policy would be subject to a new waiting period prior to any services being provided.

### **Cancellation Section**

You have the right to cancel this policy within 14 days of the date you purchased the policy or when you received the policy documents if this is later. This is known as your cooling off period. You do not need to provide a reason for cancellation, and we will provide a full refund of any premium paid, less a cancellation fee, unless you have made a claim, or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days, **we** will provide a refund less a proportionate rebate of premium, unless there has been a claim made or there has been an incident likely to result in a claim. This will be based on the number of months remaining until the expiry date, less **our** cancellation fee. Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided.

### **Cancellation by Us**

We may at any time cancel any insurance policy by giving 30 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to: -

- a) Non-payment of premium.
- b) Threatening and abusive behaviour.
- c) Failure to provide documents.
- d) Non-compliance with policy terms and conditions.

If we cancel your policy, we will provide a refund of your premium, less a proportionate rebate of premium for the period of cover provided, unless the reason for cancellation relates to Fraud.

To cancel your cover please contact Dynamo Cover by calling: -

Telephone number: 0330 22 32 897

You will need to have all your policy details available.

We may cancel your policy due to non-payment of premium if you use threatening or abusive behaviour or language, or if we have reasonable suspicion of fraud. This is not an exhaustive list.



#### **Complaints Procedure**

If You wish to make a complaint about the conduct of the sale of this Policy, including any information provided as part of the sale, please contact Dynamo Cover -

Dynamo Cover Limited – Complaints Cardiff House Cardiff Road Barry, CF63 2AW

## Tel: 0330 22 32 897 Email: complaints@dynamocover.com

Any complaint you have in relation to a claim, please notify the claims administrator using the following details:

Call Assist Limited, Axis Court, N Station Rd, Colchester, CO1 1UX.

# Tel: 01206 771 788 Email: customerservices@call-assist.co.uk

The claims administrator will:

- Acknowledge your complaint within five working days of receiving it.
- Tell you the name of the person managing your complaint when the acknowledgement letter is sent.
- Have **your** complaint reviewed by a senior member of staff and
- Respond to **your** complaint within eight weeks.

If the **Claims Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the Claims Administrator will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting Your complaint online please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect You to have followed the above procedure before they accept Your case. Following this complaints procedure does not affect Your legal rights.

## Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that you do not have to pay for other people's dishonesty. If any claim made by you or anyone acting on your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, we may:

- a) Not pay **your** claim, and
- b) Recover (from you) any payments we have already made in respect of that claim, and
- c) Terminate your insurance from the time of the fraudulent act, and
- d) Inform the police of the fraudulent act. If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.



#### **Applicable Law**

This Policy shall be subject to the law of England and Wales unless We and You agree otherwise.

#### Information You have provided – Insurance Act 2015

When applying for insurance, varying **your** cover, or submitting a claim, **you** or anyone acting on **your** behalf must take reasonable care to answer all questions honestly and to the best of **your** knowledge. Failure to do so may affect the validity of **your** policy or the payment of **your** claim.

No term of this insurance contract is intended to limit or affect the statutory rights and obligations of the parties to this contract under the effect of the Insurance Act 2015

#### Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### **Third Party Rights**

Except where otherwise required by law, you and we have agreed that:

- it is not intended for any third party to this contract to have the right to enforce the terms of this Policy;
- you and we can rescind or vary the terms of this contract without the consent of any third party to this Policy, who might seek to assert that they have rights under this Policy.

#### **Compensation Scheme**

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company Ltd cannot meet its liabilities under this Policy. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk. The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/

#### **Privacy And Data Protection Notice**

#### **Data Protection**

Fortegra Europe Insurance Company Ltd UK Branch (the Data Controller) is committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process Your personal data.

#### How we use your Personal Data

We may use the personal data We hold about You for the purposes of performing Your contract of insurance, this includes providing insurance that You request of Us and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may also use Your data to safeguard against fraud and money laundering and to meet Our general legal and regulatory obligations.

#### **Disclosure of Your Personal Data**

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

#### **International Transfers of Data**

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



# **Your Rights**

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

#### Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the Policy, or our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You require more information or have any questions concerning Our use of Your personal data, Our full Privacy Policy can be found at https://www.fortegra.eu/privacy-policy. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com