



To make a claim call  
**0345 504 6391**

# Motor Breakdown Policy Wording



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## Contacting us

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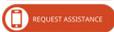
- To report a breakdown in the UK, please call:

**0345 504 6391**

Lines are open 24 hours a day, 7 days a week.

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- You can also report a breakdown by scanning this QR code with your mobile phone:



or by visiting:

**<http://www.e-rescue.co.uk/>**

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- To report a breakdown in Europe, please call:

**+44 (0) 1737 815 372**

Lines are open 24 hours a day, 7 days a week.

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- For deaf, hard of hearing or speech impaired customers, please text the word “breakdown” to:

**+44 (0) 7984 434 960**

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- For general enquiries or to make a change to your policy, please call:

**0800 169 0206**

Lines are open Monday - Friday 9am - 5pm.

You can also email:

**[web.sales@axa-assistance.co.uk](mailto:web.sales@axa-assistance.co.uk)**

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- To make a complaint, please call:

**0370 609 0023**

Lines are open Monday - Friday 9am - 5pm.

You can also email:

**[quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)**

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## Status Disclosure

**This policy is underwritten by Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.**

The 24-hour motoring assistance helpline and assistance services described in this policy are provided by AXA Assistance (UK) Limited, which is authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at 106-118 Station Road, Redhill, RH1 1PR. It is registered in England under company number 02638890.

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group.

You can check all the above details on the Financial Conduct Authority's Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register).

## Applicable law

This insurance is governed by the laws of England and Wales.

## Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. There are different levels of cover available. The cover **you** hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to **you** separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **you** must follow so **you** are entitled to the cover.

If **you** have chosen to include a voluntary **excess** to your policy (which reduces the premium you pay for cover), this must be paid via credit or debit card prior to **us** arranging or providing any assistance under the policy. **We** will take payment at the point **you** notify **us** that you require assistance.

## Meaning of words

Wherever the following words and phrases appear in **bold** in this document, they will always have the following meanings.

### 1. Breakdown/breaks down/broken down

Not being able to use the **vehicle** because of:

- a mechanical **breakdown**;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery;
- an accident;
- it having no fuel or charge;
- **misfuelling**; or
- unable to access **your vehicle** due to **your** keys being faulty, lost, or broken in the lock, or locked in the **vehicle**.

### 2. Excess

If **you** have selected this to apply to **your** policy, it means the amount that **you** must pay as contribution towards any valid claim under this policy, at the point of requesting assistance before **we** provide our service.

**You** will be charged this amount, as shown on your Policy Schedule, for each **breakdown** call-out, regardless of the nature or total cost of **your breakdown**.

### 3. Home

The last address (in the UK) **you** gave to **us** as being where **you** permanently live or where **you** keep **your vehicle**.

### 4. Journey

A trip between **your home** in the UK and a place abroad, within the **territorial limits**. The trip must not be longer than 31 days in a row, or not more than 90 days in total during the **period of cover**.

### 5. Luggage

Suitcases or other bags that contain personal belongings for **your journey**.

### 6. Misfuelling

Accidentally filling the fuel tank with incorrect fuel for the vehicle.

### 7. Period of cover

The period of time which the insurance applies to that is shown on **your** policy schedule.

### 8. Suitable charge point

Any public or private energy source connection or station accessible to **you** (either at **your home** or in a public location) where **your electric vehicle** can be recharged.

### 9. Territorial limits

UK, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

For European **breakdown** cover (section D only) this also includes Andorra, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Slovenia, Spain,

Sweden, Switzerland, the Vatican City, and other islands that belong to these countries and that are in Europe.

## 10. Vehicle(s)

**Vehicle** means the car or motorcycle which is less than 16 years old and which is:

- no longer than 5.5 metres including tow bar;
- no heavier than 3,500 kilograms;
- no higher than 3 metres; and
- no wider than 2.3 metres including wing mirrors;
- not used for commercial purposes;

Please note that vans, trikes, quad bikes, ATVs, caravans or trailers are not covered.

The **vehicle you** are travelling in must carry a serviceable spare tyre, if it is designed to carry one, and a key that will let **us** remove a wheel secured by wheel nuts. If the **vehicle** does not have a spare tyre by design then **you** must provide the manufacturer's approved repair kit supplied.

## 11. We, us, our

Inter Partner Assistance S.A. and AXA Assistance (UK) Limited.

## 12. You, your, driver

The policyholder named on the schedule or any person driving an insured **vehicle**, and any passengers in the insured **vehicle**. (**We** will only help up to seven people, including the **driver**.)

## How to claim

To get UK emergency help, please call:

**0345 504 6391**

Lines are open 24 hours a day, 7 days a week.

**You** can also report a **breakdown** by scanning this code with **your** mobile phone:



or by visiting:

**<https://www.e-rescue.co.uk/>**

If **you** need **breakdown** assistance in Europe, please call:

**+44 (0) 1737 815 372**

Text messaging is available if **you** are deaf, hard of hearing or have speech difficulties. Please text the word '**breakdown**' to:

**+44 (0) 7984 434 960**

Lines are open 24 hours a day, 7 days a week.

**You** should have the following information available:

- The **vehicle's** registration number.
- **Your** name, **home** postcode and contact details.
- **Your** policy number.
- The make, model and colour of the **vehicle**.
- The location of the **vehicle**.

- An idea of what the problem is.
- An SOS box number (if this applies).

Once **we** have made all the arrangements, **we** will call **you** to advise who will be coming out to **you** and how long they are expected to take. **You** will then be asked to return to **your vehicle**.

## Safety

Please take reasonable care at all times but stay near **your vehicle** until **our** recovery operator arrives. Once **our** operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that **you** have contacted **us** or give them **our** phone number to call **us** for **you**.

## Help on motorways

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on:

**0345 504 6391**

**You** will only be able to claim the services **we** provide by contacting the emergency helpline number.

## Claims limit

There is no limit on the number of claims **you** can make under this policy during **your period of cover**. However, **we** will not pay more than 2 claims which arise from a common fault on the same **vehicle**. During the first 24 hours of cover **you** are entitled to the benefits under Section A only.

## Personal or Vehicle

A Vehicle Policy covers breakdown assistance for the specific vehicle(s) shown on your policy schedule.

A Personal Policy covers breakdown assistance for the specific policy holder(s) named on the policy schedule, who must be travelling in a vehicle that meets the criteria specified in this policy document.

A Personal Joint Policy covers breakdown assistance for two specific policyholders who live at the same address. A Personal Family Policy covers up to four policyholders who live at the same address. One of the named policyholders must be travelling in the **vehicle** at the time it breaks down. **You** will be asked for proof of identification before **we** can provide help, for example, a driving licence.

**The cover provided under each section is governed by the general conditions and general exclusions shown in sections F and G**

## Breakdown Causes

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### What is covered



**Accident**



**Fire**



**Flat battery**



**Flat tyre**



**Lost or  
broken keys**



**Mechanical/  
electrical breakdown**



**Misfuelling**



**No fuel  
or charge**



**Theft or attempted  
theft**



**Vandalism**

## Section A – AXA Essential (Local)



### A. AXA Essential (Local)

The cover in this section will only apply if **you** have paid the premium as shown on **your** policy schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
<ul style="list-style-type: none"> <li>■ If the <b>vehicle breaks down</b> more than one mile from <b>your home</b>, <b>we</b> will arrange and pay for a breakdown vehicle to come to the <b>vehicle</b> (for up to one hour) to try to get it working again.</li> <li>■ If the <b>vehicle</b> cannot be made safe to drive at the place <b>you</b> have <b>broken down</b>, <b>we</b> will arrange for the <b>vehicle</b>, the <b>driver</b> and up to six passengers to be recovered to a repairer or a destination of <b>your</b> choice within 20 miles of where <b>you</b> have broken down. This will include a <b>breakdown</b> for an electric <b>vehicle</b> which requires our authorised contractor to work in high voltage areas of the <b>vehicle</b>. <b>You</b> must pay for the cost of any repairs.</li> <li>■ If your electric <b>vehicle</b> runs out of battery charge, <b>we</b> will arrange for <b>your vehicle</b> to be recovered to the nearest <b>suitable charge point</b> from where <b>you</b> have <b>broken down</b>.</li> <li>■ If <b>you</b> lose or break <b>your vehicle</b> keys, <b>we</b> will recover <b>your vehicle</b>, the <b>driver</b> and <b>passengers</b> to <b>our recovery operator's</b> base, <b>your home</b> or local repairer within 20 miles. <b>You</b> will have to pay all other costs.</li> <li>■ <b>We</b> will pass on up to two messages to either <b>your</b> home or place of work to tell them about <b>your</b> situation.</li> </ul>	<ul style="list-style-type: none"> <li>■ A <b>breakdown</b> at or within one mile from <b>your home</b>.</li> <li>■ Travel outside the UK.</li> <li>■ <b>You</b> will need to pay any additional mileage over 20 miles.</li> <li>■ Anything mentioned in the general exclusions. (Please see section F.)</li> </ul>

## Section B – AXA Enhanced (Nationwide)



### B. AXA Enhanced (Nationwide)

The cover in this section applies as well as the cover shown in section A. It will only apply if it is shown on **your** current policy schedule and if **you** have paid the premium.

WHAT IS COVERED	WHAT IS NOT COVERED
<ul style="list-style-type: none"> <li>■ If the <b>vehicle</b> cannot be made safe to drive at the place <b>you</b> have <b>broken down</b>, and cannot be repaired the same day at a suitable local garage, <b>we</b> will choose the most appropriate solution from one of the following options, taking <b>your</b> circumstances into account.</li> <li>■ <b>Option 1:</b> nationwide recovery: <b>we</b> will take the <b>driver</b> and up to six passengers, together with the <b>vehicle</b>, to either where <b>you</b> were originally travelling to or <b>your home</b> address. <b>We</b> will then arrange for the <b>vehicle</b> to be taken to a suitable repairer for it to be repaired at <b>your</b> cost, as long as this can be done in one <b>journey</b>.</li> <li>■ <b>Option 2:</b> overnight accommodation: <b>we</b> will pay the costs for bed and breakfast for one night only. <b>We</b> will pay up to £80 for each person up to a total of £500.</li> <li>■ <b>Option 3:</b> 24-hour UK hire <b>vehicle</b>: <b>we</b> will pay (up to £100) for a hire <b>vehicle</b> for up to 24 hours. <b>You</b> will be responsible for returning the hire <b>vehicle</b> and collecting <b>your</b> repaired <b>vehicle</b>. <b>You</b> must meet the conditions of the hire-car company to be able to hire a car.</li> </ul>	<ul style="list-style-type: none"> <li>■ A <b>breakdown</b> at or within one mile from <b>your home</b>.</li> <li>■ Travel outside the UK.</li> <li>■ Anything mentioned in the general exclusions. (Please see section F.)</li> </ul>
<h4>IF YOU BECOME ILL OR ARE INJURED AND CAN'T DRIVE</h4>	
<ul style="list-style-type: none"> <li>■ If the <b>driver</b> becomes ill or is injured during the journey and there is no one else able or qualified to drive, <b>we</b> will recover the <b>vehicle</b> with the <b>driver</b> and passengers to finish the journey or back to where they were travelling from. <b>You</b> may need to provide a medical certificate for the <b>driver</b> before <b>we</b> provide assistance.</li> </ul>	

## Section C – AXA Home Start



### C. AXA Home Start

The cover in this section applies as well as the cover shown in sections A and/ or B. It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

WHAT IS COVERED	WHAT IS NOT COVERED
<ul style="list-style-type: none"> <li>■ If the <b>vehicle breaks down</b> at <b>your home</b> or within one mile from it, <b>we</b> will arrange and pay for a breakdown vehicle to come to where <b>you</b> are for up to one hour to try to get the <b>vehicle</b> working again.</li> <li>■ If the <b>vehicle</b> cannot be made safe to drive at the place <b>you</b> have <b>broken down</b>, <b>we</b> will arrange and pay for the <b>vehicle</b>, the <b>driver</b> and up to six passengers to be taken to a suitable local garage (normally within 20 miles), for it to be repaired. <b>You</b> must pay the costs of any repairs.</li> </ul>	<ul style="list-style-type: none"> <li>■ Travel outside the UK.</li> <li>■ Anything mentioned in the general exclusions. (Please see section F.)</li> </ul>

## Section D – Misfuelling



### D. Misfuelling

The cover in this section applies to sections A, B and C.

WHAT IS COVERED	WHAT IS NOT COVERED
<ul style="list-style-type: none"> <li>■ We will pay for the following if <b>your vehicle</b> is subject to <b>misfuelling</b> in the United Kingdom. The following services are available both on the forecourt, where safe and achievable to do so, and once the <b>vehicle</b> has been driven away:</li> <li>■ Draining and flushing the fuel tank using a specialist roadside vehicle or recovery of the <b>vehicle</b>, the <b>driver</b> and up to six passengers to the nearest repairer to drain and flush the fuel tank. Refuelling the fuel tank with up to 10 litres of the correct fuel. A maximum value of £250 per claim applies in any <b>period of cover</b>. <b>You</b> will be responsible for paying any costs in excess of £250 per claim.</li> <li>■ We will only cover up to two <b>misfuelling</b> claims each year.</li> </ul>	<ul style="list-style-type: none"> <li>■ Where the <b>misfuelling</b> occurs outside the United Kingdom.</li> <li>■ Any claim resulting from foreign matter entering the fuel system except for diesel or petrol.</li> <li>■ Mechanical or component damage to <b>your vehicle</b> whether or not caused as a result of <b>misfuelling</b>, the cost of hiring an alternative <b>vehicle</b> in the event mechanical or component damage is sustained.</li> <li>■ Any defect arising directly and/or indirectly as a result of <b>misfuelling</b> or a defect which existed before the incident of <b>misfuelling</b>.</li> <li>■ Fuel above the first 10 litres.</li> <li>■ Anything mentioned in <b>Exclusions and General Conditions</b>.</li> </ul>

## Section E – AXA Premier (UK & European)



### E. AXA Premier (UK & European)

The cover in this section applies as well as the cover shown in sections A, B and C. It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

#### INTRODUCTION TO EUROPEAN MOTORING

Before travelling, it is recommended that **you** consult the laws of the country **you** are planning to visit. Before **you** travel, **you** should make sure that **you** check the documents **you** need to carry by law.

As a guideline, **we** recommend **you** take the following documents in case **you** need them by law in the countries in which **you** might break down:

- Photocard driving licence and supporting documents
- Insurance documents
- MOT certificate
- Logbook (V5 registration document)
- If **you** do not own the **vehicle**, confirmation that **you** have the owner's permission to drive it.

The above is not a full list and is for guidance only.

If **you** break down on a European motorway or major road, generally **we** cannot help **you** and **you** will often need to get help using the SOS phones.

The local services will tow **you** to a place of safety and you will have to pay for the service as soon as possible.

**You** can then contact us if you need more help. **We** will pay up to £100 towards the costs, but **we** will only refund claims when **we** have received a valid invoice or receipt. **We** will pay **you** in line with the exchange rate on the date of the claim. If **you** have **broken down** in a European country during a public holiday, many services will be closed. In these circumstances **you** must allow us time to help **you** and repair **your vehicle**. **We** will not be held legally responsible for any delays in **you** reaching **your** destination.

#### E1 – BEFORE TRAVEL ABROAD STARTS

- The benefits shown under section E4 below also apply in the UK, as long as **you** break down during **your journey**.

## Section E – AXA Premier (UK & European) *cont'd*



WHAT IS COVERED	WHAT IS NOT COVERED
<b>E2 – HELP AT THE ROADSIDE AND TOWING IN EUROPE</b>	
<ul style="list-style-type: none"> <li>■ If <b>your vehicle breaks down</b>, we will come to where the <b>vehicle</b> is located. <b>We</b> will arrange and pay for <b>your vehicle</b>, the <b>driver</b> and up to six passengers to be taken to a local garage (normally within 10 miles) for it to be repaired. <b>You</b> must pay the costs of any repairs.</li> </ul>	<ul style="list-style-type: none"> <li>■ Anything mentioned in the general exclusions. (Please see section F.)</li> <li>■ Any amounts for making the <b>vehicle</b> secure once <b>you</b> have returned to the UK.</li> <li>■ Sending <b>you home</b> to the UK within 48 hours of the original <b>breakdown</b> no matter what ferry or tunnel bookings for the home bound <b>journey</b> or pre-arranged appointments <b>you</b> have made within the UK.</li> <li>■ Sending <b>you home</b> if the <b>vehicle</b> can be repaired but <b>you</b> do not have enough money to cover the repair.</li> </ul>
<b>E3 – DELIVERING REPLACEMENT PARTS</b>	
<ul style="list-style-type: none"> <li>■ If replacement parts are not available locally to repair the <b>vehicle</b> after a <b>breakdown</b>, we will arrange and pay to have the parts delivered to <b>you</b> or an agreed place as quickly as reasonably possible.</li> </ul>	<ul style="list-style-type: none"> <li>■ The actual cost of replacement parts and any customs duty. <b>You</b> must pay <b>us</b> this using a credit card or debit card or any other payment method <b>we</b> agree is suitable.</li> <li>■ Any amount for getting parts, if the replacement parts can be bought locally.</li> <li>■ Anything mentioned in the general exclusions. (Please see section F.)</li> </ul>

## Section E – AXA Premier (UK & European) *cont'd*



WHAT IS COVERED	WHAT IS NOT COVERED
<b>E4 – NOT BEING ABLE TO USE YOUR VEHICLE</b>	
<p>If during <b>your journey your vehicle breaks down</b> and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, <b>we</b> will arrange and pay for the most appropriate solution from one of the following options:</p> <ul style="list-style-type: none"> <li>■ <b>Option 1:</b> to move <b>you, your</b> passengers and <b>luggage</b> to where <b>you</b> were originally travelling to, and then, once <b>your vehicle</b> has been repaired, take <b>you</b> back to <b>your vehicle</b> or bring <b>your vehicle</b> to <b>you</b>.</li> <li>■ <b>Option 2:</b> the cost of hiring another car while <b>your vehicle</b> is being repaired. <b>We</b> will pay up to £70 a day and £750 in total, as long as <b>you</b> are able to meet the conditions of the hire-car company; Or</li> <li>■ <b>Option 3:</b> <b>we</b> will pay for bed-and-breakfast costs of up to £80 for each person each day (£500 in total for everyone in <b>your</b> group) while <b>your vehicle</b> is being repaired, as long as <b>you</b> have already paid for <b>your</b> original accommodation and <b>you</b> can't get <b>your</b> money back.</li> </ul> <p>If the <b>driver</b> becomes ill or is injured during the <b>journey</b> and there is no one else able or qualified to drive, <b>we</b> will recover the <b>vehicle</b> with the <b>driver</b> and passengers to finish the journey or back to where they were travelling from. <b>You</b> may need to provide a medical certificate for the <b>driver</b> before <b>we</b> provide assistance.</p>	<ul style="list-style-type: none"> <li>■ The cost of fuel or lubricants <b>you</b> use in the hire <b>vehicle</b>.</li> <li>■ Replacement parts.</li> <li>■ Any insurance <b>you</b> have to pay to the hire-car company.</li> <li>■ Anything mentioned in the general exclusions. (Please see section F.)</li> </ul>

## Section E – AXA Premier (UK & European) *cont'd*



WHAT IS COVERED	WHAT IS NOT COVERED
<b>E5 – IF YOU CAN'T USE YOUR OWN VEHICLE TO GET HOME</b>	
<p>If after a <b>breakdown your vehicle</b> is still not repaired or safe to drive when it is time for <b>you</b> to go <b>home</b>, <b>we</b> will pay for reasonable alternative transport to get <b>you, your passengers</b> and <b>your luggage</b> to <b>your home</b>, and up to £150 towards other travel costs in the UK while <b>you</b> wait for <b>your own vehicle</b>. <b>We</b> will also pay storage charges (up to £100) while <b>your vehicle</b> is waiting to be repaired, collected or taken to the UK.</p> <p><b>We</b> will then choose the most appropriate solution from the following options:</p> <ul style="list-style-type: none"> <li>■ Take <b>your vehicle</b> to <b>your home</b> or <b>your</b> chosen repairer in the UK.</li> <li>■ Pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for <b>you</b> to go to get <b>your vehicle</b> once it has been repaired.</li> </ul>	<ul style="list-style-type: none"> <li>■ Any costs <b>you</b> would have paid anyway for travelling <b>home</b>.</li> <li>■ The costs of returning <b>your vehicle</b> to the UK if <b>we</b> believe that the cost of doing so would be greater than the market value of <b>your vehicle</b> in the UK, after the <b>breakdown</b>.</li> <li>■ The costs of returning <b>your vehicle</b> to the UK if repairs can be done locally and <b>you</b> are not willing to allow this to happen.</li> <li>■ Anything mentioned in the general exclusions. (Please see section F.)</li> </ul>
<b>GENERAL NOTES – UNINSURED SERVICES</b>	
<p><b>We</b> can provide help for faults that are not covered under this insurance policy or where <b>you</b> have made the maximum number of insured claims, or would like <b>us</b> to help more than six passengers as shown in this policy. All costs must be paid for as soon as possible by credit or debit card.</p>	

## Section F – General exclusions

applying to all parts of this policy

### We will not cover the following:

1. Any **excess** payable on **your** policy, if **you** have chosen to include this, as shown on **your** Policy Schedule
2. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under section A, which are available immediately.
3. Any assistance for vans, trikes, quad bikes, ATVs, caravans or trailers.
4. The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts.
5. The cost of paintwork and other cosmetic items.
6. Labour costs for more than one hour of roadside help in the UK. No roadside assistance is available if **you breakdown** in Europe.
7. Any **breakdown** or recovery outside the **period of cover**.
8. The cost (and guaranteeing the quality) of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
9. Any costs for **vehicles** that have not been maintained and used in line with the manufacturer's recommendations.
10. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay, by credit or debit card, any fees to store or release the **vehicle**.
11. Any toll or ferry fees the **driver** or the **driver** of the recovery **vehicle** have to pay.
12. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
13. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
14. Losses of any kind that come from providing, or delaying providing, the services this cover relates to. (For example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand.)
15. Loss or damage to personal possessions **you** leave in **your vehicle**.
16. Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this, it will be completely at **your** own risk and cost.

## Section F – General exclusions *cont'd*

applying to all parts of this policy

17. Any costs for **vehicles** that have **broken down** or were not safe to drive when cover was taken out.
18. The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver** is not able to provide a key to do this.
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 place **we** will only recover to one address in respect of any one **breakdown**.
20. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
21. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
22. Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of **passengers** according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
23. Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
24. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 5.5 metres including tow bar, higher than 3 metres or wider than 2.3 metres including wing mirrors.
25. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
26. **Vehicles** that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a **journey** and this affects **your** safety.
27. Recovery or help if the **vehicle** is being used to carry commercial goods.
28. Any claim that comes from:
  - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
  - any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.

## Section F – General exclusions *cont'd*

applying to all parts of this policy

29. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
 

of the European Union, United Kingdom or United States of America.
30. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
31. Loss or damage caused by war, revolution or any similar event.
32. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside **our** reasonable control, such as severe weather conditions.
33. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.
34. We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations

## Section G – General conditions

applying to all parts of this policy

1. If **you** have chosen to include an **excess** on **your** policy, this must be paid before **we** arrange any assistance in the event of **breakdown**. **We** will take payment at the point when **you** notify **us** that **you** require **our** services. If **we** take payment and arrange assistance at **your** request and **you** subsequently cancel the call-out, but **we** have already dispatched one of **our** recovery operators, **we** will not refund the **excess** money **you** have paid. If **your vehicle** then has another **breakdown** and **you** call **us** for assistance, **you** will be charged the **excess** amount for this second **breakdown** and any further call-outs thereafter.
2. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 16 years old since first registration.
3. **We** can ask for proof of outbound and inbound travel dates.
4. If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to the place **you** have chosen, **we** will not be legally responsible for any more help in the same incident.
5. **We** have the right to refuse to provide a service if **you** or **your passengers** are being obstructive in allowing **us** to provide the most appropriate help or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
6. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
7. **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
8. **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
9. **You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way, or **you** have provided location details which are incorrect. The payment must be by credit or debit card.
10. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your**

## Section G – General conditions *cont'd*

applying to all parts of this policy

- instructions or the instructions of any person acting on **your** behalf. **You** are responsible for ensuring the quality of any repair.
11. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
  12. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel. If the **vehicle** is not designed to carry a spare wheel, **you** will need to carry the appropriate aerosol repair kit.
  13. **We** have the right to choose a suitable garage that can carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the time limits **we** have given.
  14. If **you** agree to a temporary roadside repair, **you** will be responsible for any costs or any damage to the **vehicle** if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is aimed only to allow **you** to drive the **vehicle** to a suitable facility so a permanent repair can be carried out.
  15. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery **vehicle** to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees by credit or debit card.
  16. **You** will have to pay, by credit or debit card, for any parts or other products used to repair the **vehicle**.
  17. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
  18. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
  19. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown** and **you** will be responsible for any other costs due in recovering and repairing **your vehicle**.
  20. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a **vehicle** of the same size as yours, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the

## Section G – General conditions *cont'd*

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applying to all parts of this policy

conditions of a hire-car company to hire a **vehicle**. Please note that replacement motorcycles cannot be provided.

21. This insurance contract is between **you** and **us**. Any person or company who is not involved in this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that act.
22. All payments shown in this document are inclusive of VAT unless shown otherwise stated.

## Renewal

**Your** policy may be set to automatically renew, to ensure **you** continue to benefit from cover. If this is the case, **we** will have informed **you**, and will remind **you** in our communications to **you**.

**You** have the right to opt out of automatic renewal at any time, although if **you** wish to do this please do so before 15 days prior to **your** renewal date, to ensure **we** do not take further payments.

Regardless of whether **you** have chosen to opt out, or remain on automatic renewal for ease, **we** will send you a renewal reminder about 28 days before **your** policy is due to expire, to advise **you** of the cost of renewing **your** policy for another year, and explain any changes to the policy that may take effect at renewal.

If **you** have chosen to opt out: Once **you** receive the reminder **you** will need to contact us if **you** wish to renew your policy, and make payment. Otherwise, **your** policy will end without renewing and **you** will not be covered for any event taking place after the end of your **period of cover**.

If **you** have not opted out: **We** will collect payment for another year of cover using the same payment details which **you** gave us previously, unless **you** instruct us otherwise.

If **you** opt out of automatic renewal, **you** may also opt back in at any time by contacting **us**.

To opt in/out of automatic renewal, you can do this by going onto your online account or you can, contact **us** by phone on 0800 169 0206 or via e-mail on [web.sales@axa-assistance.co.uk](mailto:web.sales@axa-assistance.co.uk)

## Fraud prevention

If **we** discover, have reason to believe or reasonably suspect **you** have acted in a fraudulent manner, either in applying for cover or making a claim, or have misrepresented any answers to **our** questions or withheld relevant information to influence **our** decision to offer **you** cover, or acted in a way to give rise to any offence, **we** reserve the right to cancel **your** policy at any time.

If this is the case, **we** may:

- Cancel **your** policy and treat it as if it never existed from the date of the fraud or misrepresentation;
- Keep any premium **you** have paid under **your** policy;
- Pass details to the Police, other authorities or fraud prevention agencies, as well as other insurers to prevent fraud in the future; and
- In the case of a claim, recover from **you** any costs **we** have incurred in investigating **your** claim and/or any payment **we** may have already made for the fraudulent claim.

## Our promise

We want to give **you** the best possible service. If **you** are not happy with **our** service, the procedure below explains what **you** should do.

## How to make a complaint

**You** can write to the Quality Manager at:

**Quality Manager  
Inter Partner Assistance SA  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey  
RH1 1PR  
UK**

Or, **you** can call **0370 609 0023**.

E- mail: [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

We will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Ombudsman Service, within 6 months of the date of the final response, by writing to:

**Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
UK**

Or **you** can phone **0345 080 1800**.

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

## Financial Services Compensation Scheme (FSCS)

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms.

**You** can get more information at: [www.fscs.org.uk](http://www.fscs.org.uk)

## Your cancellation rights

If **you** want to cancel **your** policy, please contact us on 0800 169 0206 or email [web.sales@axa-assistance.co.uk](mailto:web.sales@axa-assistance.co.uk).

If **you** cancel **your** policy within 14 days from either the date **you** purchased **your** policy or the date **you** received **your** policy documents (whichever is later), **you** will receive a full refund as long as **you** have not made any claims.

If **you** cancel outside the 14-day period, **you** will receive a refund of your premium for the amount of time left to run on the policy, as long as **you** have not made any claims.

If **you** have made a claim, **you** will not receive any refund.

## Our cancellation rights

**We** may cancel this policy by giving **you** at least 14 days' written notice at **your** last-known address if:

- **you** fail to pay the premiums after **we** have sent **you** a reminder to do so. If **we** have been unable to collect a premium payment, **we** will contact **you** in writing requesting payment to be made by a specific date. If **we** do not receive payment by this date **we** will cancel **your** policy by immediate effect and notify **you** in writing that such cancellation has taken place;
- **you** refuse to allow **us** reasonable access to **your vehicle** to provide the services **you** have asked for under this policy or if **you** fail to co-operate with **our** representatives;
- **you** otherwise stop keeping to the terms and conditions of this policy in any significant way; or
- the cost of providing this policy becomes prohibitive.

If **we** cancel the policy under this section, **we** will refund the premium paid for the remaining period of insurance, unless **you** have made any claims. **We** can refuse to renew any individual policy.

**We** may cancel this policy without giving **you** notice and without refunding **your** premium if **you**:

- make or try to make a fraudulent claim under **your** policy; or **we** discover or reasonably suspect your application for cover was fraudulent;

- are abusive or threatening towards **our** staff and/or recovery operators;
- repeatedly or seriously break the terms of this policy.

If **you** make a valid claim before the policy is cancelled, **we** will pay the claim before **we** cancel the policy.

More information on **our** rights to cancel in case of fraud can be found in the Fraud Prevention section of this booklet.

## Data Protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, for providing **breakdown** assistance, for policy administration, claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your breakdown** assistance claim, in order to provide the services described in this policy;

- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with **breakdown** assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **your vehicle** which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing).

Marketing activities may include matching **your** data with information from public sources, for example government records of when **your** MOT is due, in order to send **you** relevant communications.

**You** may withdraw **your** consent to marketing at any time, or opt-out of

feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements we have entered into with the receiving parties provide a similar level of protection of personal data.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below).

Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance S.A. or AXA Assistance (UK) Limited, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

**Data Protection Officer**  
**The Quadrangle**  
**106-118 Station Road**  
**Redhill**  
**RH1 1PR**  
**UK**

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

**Our** full data privacy notice is available at: <https://www.axapartners.co.uk/en/privacy-policy>

Alternatively, a hard copy is available from **us** on request.

## Other formats

Please contact **us** on **0800 169 0206** if **you** would like a copy of these terms and conditions in another format such as in large print or on audio disc.



# For 24 hour emergency breakdown assistance

In the UK call:

**0345 504 6391**

Or scan this QR code with your mobile phone:



or by visiting:

**<https://www.e-rescue.co.uk/>**

For assistance in Europe call:

**+44 (0) 1737 815 372**

When dialling from outside the UK add **44**  
then omit the **0**

Contact us on : [www.axapartners.co.uk](http://www.axapartners.co.uk)

This policy is underwritten by Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.