Breakdown Cover
Terms and Conditions
Welcome to Elephant’s Breakdown Cover

This booklet describes your contract of Breakdown Cover. Please read it carefully along with your current Policy Schedule. This is important, as the agreement to insure you, is based on this information.

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a breakdown. As with any insurance, it does not cover all situations and you should read all the terms and conditions of this policy to make sure it meets your specific needs.

Elephant does not make personal recommendations as to the suitability of the policy to individual circumstances. You are solely responsible for deciding whether the policy is suitable for your needs.

Important Numbers

To make a claim 0800 458 9283 / 0333 320 1984
To make a claim in Europe 00 44 1206 714 346
If you have been involved in an accident 0333 220 2039
To make a claim on your Windscreen Cover 0333 220 2027
Elephant Customer Service 0333 220 2006
MultiCar Customer Service 0333 220 2007
This policy summary does not contain full terms and conditions of the cover, which can be found in the policy booklet. It is important that you read the policy booklet which follows this policy summary.

Who the cover is underwritten by
Admiral Insurance (Gibraltar) Limited.

Type of insurance and cover
This cover is designed to be of assistance should you suffer a breakdown in your vehicle. The benefits you are entitled to depends on the level of cover purchased and stipulated on your policy. If you have purchased Breakdown cover (All Cars), the cover limits in this booklet apply to each vehicle. Full details of the benefits and what you are entitled to claim is located within the main policy wording.

Cover levels are either:
- Local Cover
- National Plus Cover
- European Plus Cover

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<td>✔</td>
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<td>Unlimited Nationwide Recovery callouts beyond ¼ mile from home address</td>
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<td>✔</td>
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<td>6 Home Assists</td>
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<td>✔</td>
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For a full list of exclusions please refer to the policy terms and conditions.

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Duration of the cover
From the date breakdown cover was added to the associated motor policy until its renewal or cancellation up to a maximum of twelve months. As long as the policyholder remains eligible, this policy will automatically renew with the associated motor policy unless you inform EUI Limited otherwise.

Your right to cancel
Please refer to your policy schedule. If you have purchased individual breakdown please refer to Section 1. If you have purchased Breakdown cover (All Cars) please refer to Section 2.

Section 1:
You may cancel this product and receive a full refund, if you inform us within 14 days from the receipt of the confirmation letter or email.

Should you cancel outside the 14 day cancellation period, you will be charged on a daily pro rata basis for the time you have been on cover, plus a £5 cancellation fee.

However, if a claim is made or has arisen during the period of insurance, the full premium is payable and no refund will be given.

Section 2:
You may cancel this product and receive a full refund, if you inform us within 14 days from the receipt of the confirmation letter or email.

Should you cancel outside the 14 day cancellation period, you will be charged on a daily pro rata basis for the time you have been on cover, plus a £10 cancellation fee.

However, if a claim is made or has arisen during the period of insurance, the full premium is payable and no refund will be given.

In the event that you downgrade your cover from European Plus cover to National Plus cover or Local cover OR National Plus cover to Local cover you will not be issued a refund.

For further information on cancellation please refer to the section in the policy wording headed Cancellation.

How to make a claim
If your vehicle breaks down please call the 24 hour control centre on 0800 458 9283 or alternatively if you are calling from a mobile 0333 320 1984.

If you are outside the UK, please call 00 44 1206 714 346.

Please have your return telephone number, policy number and precise location available when requesting assistance.
How to make a complaint
Complaints should be made to:
The Quality Manager, **EUI Limited**, Ty Admiral, David Street, Cardiff CF10 2AA.
Tel: **0330 333 5888**
Email: quality@elephant.co.uk

If you have complained to us and we have been unable to resolve your complaint, you are entitled to refer your complaint to the Financial Ombudsman Service.

Financial Services Compensation Scheme (FSCS)
Admiral Insurance (Gibraltar) Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation if Admiral Insurance (Gibraltar) Limited is unable to meet its obligations to you under this contract. Further information is available by phone on **020 7741 4100** and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)
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Policy Document

About your policy
Thank you for taking out breakdown cover. We are confident our friendly, fast and efficient service will ensure you remain a satisfied customer now and for years to come. This booklet explains the cover you have bought. Please check your Policy Schedule to ensure you have the level of cover you need, and read the following to help you use the service.

EUI Limited offers cover for individual vehicles, as well as covering all cars under one policy. Please check your Policy Schedule for the level of cover that you have purchased.

If your vehicle suffers a breakdown, service will be provided in accordance with the policy wording and the cover level you have chosen. This applies during the policy duration and within the territorial limits detailed within the policy wording.

Whenever a word appears in this policy booklet and is defined in Section 1: Definitions, it takes on that special meaning.

Section 1: Definitions
Associated motor policy
The valid motor insurance arranged by EUI Limited which has been taken out by you. For MultiCar policies only, cover will be determined for each individual insured vehicle and not the policy as a whole, unless you have purchased Breakdown cover (All Cars) in which case all vehicles are covered.

Breakdown
An electrical or mechanical failure, lack of fuel, flat battery, misfuel, or puncture which immediately renders the vehicle immobilised.

Callout
The deployment of a recovery operator to your vehicle.

EUI Limited
Elephant is a trading name of EUI Limited.

Fuel drain and flush
The draining of the incorrect fuel and washing through of the engine system to cleanse the engine and remove any residue which could cause further damage.

Home address
The last known address recorded on our system.
Home assist
Attendance of a **recovery operator** following a **breakdown** which occurs within a quarter of a mile radius of your **home address** or any **breakdown** where upon arrival your **vehicle** is found to be located within a quarter of a mile radius of your **home address**. The quarter mile radius is calculated using a straight line from the **home address** to the location of the **breakdown**. If you have National Plus or European Plus Cover, you can use up to six **home assists** during the **policy duration**.

Legal carrying capacity
The maximum number of persons recommended by the **vehicle** manufacturers that can be carried legally and safely.

Market value
The equivalent cost of replacing your **vehicle** with another of the same make, model, age, mileage and condition as your **vehicle** following a **breakdown**, which will be determined by us.

Misfuel
Putting petrol in the fuel tank of a diesel-engine **vehicle**, or diesel in the fuel tank of a petrol-engine **vehicle** occurring during the period of insurance and immediately reported to us.

Passengers
Any person in the **vehicle** at the time of the **breakdown**.

Policy duration
From the date breakdown cover was added to the **associated motor policy** until its renewal or cancellation, up to a maximum of twelve months.

If you requested to add breakdown cover midway through the term of your **associated motor policy**, you will be covered after an initial period of 48 hours.

Recovery operator
The independent technician Call Assist appoints to attend your **breakdown**.

Rescue controller
The telephone operator employed by Call Assist Limited.

Road Traffic Act
Any acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Suitable garage
Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the repair work undertaken can be evidenced in writing.

Territorial limits (Europe)
Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City.

Territorial limits (UK)
England, Northern Ireland, Scotland, Wales, The Channel Islands and Isle of Man.

Us/we/our
Call Assist Limited and/or EUI Limited.

Vehicle
The vehicle registered on the associated motor policy. If you have purchased Breakdown cover (All Cars) this refers to each vehicle on the associated motor policy.

You/your
The person named on the Policy Schedule.

Section 2: What is covered?

Local Cover
In the event of a breakdown within the territorial limits (UK) which occurs more than a quarter of a mile radius from your home address, we will send a recovery operator to the scene of the breakdown and arrange and pay callout fees and mileage charges needed to repair or assist with the vehicle. The quarter mile radius is calculated using a straight line from the home address to the location of the breakdown.

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

- Either: arrange and pay for your vehicle, you and your passengers to be recovered to the nearest garage within 10 miles of the scene of the breakdown which is able to undertake the repair
- Or, if the above is not possible at the time or the repair cannot be made that day, we will arrange for your vehicle, you and your passengers to be recovered to your chosen destination up to 10 miles from the scene of the breakdown
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 inform us of the address you would like the vehicle taken to. This can be a garage, business or residential address. Once the vehicle has been delivered to the nominated address, the vehicle will be left at your own risk.

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

**Repair at the roadside**

You are covered for up to one hour of the recovery operator’s time at the roadside to repair your vehicle. The recovery operator will assess initially whether the vehicle can be safely repaired within this time; if it cannot, the vehicle will be recovered. If at any stage it becomes apparent the vehicle will not be repaired within the hour entitlement, the recovery operator may provide you with the option of paying for additional labour costs to complete the repair. You must immediately pay for any additional labour charges beyond the hour entitlement or alternatively inform the rescue controller of where you would like your vehicle to be recovered.

**Alternative Transport and Overnight Accommodation**

The following services will be offered on a pay/claim basis, which means that you must pay initially and we will send you a claim form to complete and return, for reimbursement. Before arranging these services, authorisation must be obtained from our rescue controller. The policy will only pay for a hire car which we deem is appropriate for your requirements, and is available at the time assistance is provided. We will only reimburse claims when we are in receipt of a valid invoice or receipt.

Emergency Overnight Accommodation and Alternative Transport benefits are available under the following conditions following a breakdown in the territorial limits (UK).

- The vehicle must be repaired at the nearest suitable garage to the breakdown location
- The vehicle cannot be repaired the same working day
- The breakdown did not occur within 20 miles of your home address
- We will determine which benefit is offered to you by assessing the circumstances of the breakdown and what is the most cost effective option for us

**Alternative Transport**

We will pay up to £500 towards the reasonable cost of alternative transport or a hire car up to 1,600cc to allow you to complete your original journey. We will also pay up to £150 towards the reasonable cost of alternative transport for one person to return and collect the repaired vehicle.
Emergency Overnight Accommodation
We will pay up to £150 per person towards the reasonable cost of overnight accommodation including breakfast for you and your passengers whilst your vehicle is being repaired. The maximum emergency overnight accommodation payment per incident is £600.

Caravan and Trailer Cover
If your vehicle suffers a breakdown and your caravan/trailer is attached, providing your caravan/trailer is fitted with a standard towing hitch and does not exceed 7.01 metres/23 feet in length (not including the length of the A-frame and hitch), your caravan/trailer will be recovered with your vehicle at no extra cost.

Lost or Broken Keys
If you lose, break or lock your vehicle keys within your vehicle, we will pay the callout and mileage charges back to the recovery operator’s base or an alternative destination of your choice if closer. All other costs incurred will be at your expense.

Message Assistance
We will gladly pass on two messages to your home or workplace to let them know of your circumstances and ease your worry.

Misfuel Assist
In the event you misfuel your vehicle, we will arrange and pay for a recovery operator to either:
- transport your vehicle, you and your passengers to their base where a fuel drain and flush to your vehicle’s fuel tank can be conducted

or,
- to conduct the fuel drain and flush at the roadside.

We will also provide 10 litres of correct fuel to allow you to continue your journey. If you would prefer a fuel drain and flush to be conducted by your preferred repairer, we will arrange and pay for a recovery operator to transport your vehicle, you and your passengers to a local repairer of your choice.

Subject to the prior authorisation of our rescue controller we will also reimburse the cost of a fuel drain and flush. Any reimbursement will only be made once we have received copies of valid receipts detailing the work carried out by your preferred repairer. In the event the misfuel directly causes further mechanical damage to your vehicle which prevents your vehicle from being driven and cannot be remedied by a fuel drain and flush, subject to the prior authorisation of our rescue controller we will also cover the reasonable cost of parts and labour required to repair the vehicle.
If repair work in addition to a flush and drain is required this will be undertaken by our approved repairer. If you do not wish to use our approved repairers you will need to get two estimates from repairers. If we think the repair estimate is unreasonable, one of the following will happen:

- We will arrange for your car to be moved to another repairer; or
- We will move your car to a safe place, before repair or disposal

We will not be responsible for any costs incurred due to any reasonable delay caused by this process. Upon completion of this process, if you would prefer your vehicle to be repaired by a repairer of your choice, we will arrange and pay for your vehicle to be transported to your chosen repairer.

Subject to the total claim cost not exceeding a limit agreed by our rescue controller prior to being incurred, we will then reimburse the parts and labour costs incurred once we have received copies of valid receipts detailing the work carried out by the repairer.

**National Plus Cover**

If you have purchased National Plus Cover, it includes all of the same benefits as Local Cover, with the addition of home assist and nationwide recovery.

- **Home Assist**
  
  We will send a recovery operator to your home address or within a quarter of a mile radius of your home address in the event of a breakdown. If, in the opinion of the recovery operator, they are unable to repair your vehicle at the roadside within an hour, we will arrange and pay for your vehicle, you and your passengers to be recovered to the nearest garage which is able to undertake the repair. You can use home assist a maximum of six times during the policy duration.

- **Nationwide Recovery**
  
  If your vehicle cannot be repaired at the roadside or at a local garage within the same working day we will arrange and pay for your vehicle, you and your passengers to be recovered to your chosen destination within the territorial limits (UK). This can be a garage, residential or business address. 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 inform our rescue controller of the address you would like the vehicle taken to. Once the vehicle has been delivered to the nominated address, the vehicle will be left at your own risk.

**European Plus Cover**

If you have opted and paid for European Plus Cover and provided EUI Limited is providing cover under the associated motor policy you will have all of the same benefits as National Plus Cover with the addition of European Assistance.
- **European Assistance**

  We will provide service in the **territorial limits (Europe)** where the maximum duration of any single trip does not exceed 90 days unless extended European Cover has been purchased prior to your departure on your associated motor policy. Please ensure that you carry your V5C registration document for the vehicle you are taking to Europe, and the driving licence of each person who will be driving with you during your journey. Regulations are different when you breakdown in Europe and help may take longer in arriving. We will require detailed information from you regarding the location of your vehicle. We will need to know if you are on an outward or inward journey and details of your booking arrangements. When we have all the required information we will liaise with our European network. You will be kept updated and therefore, you will be asked to remain at the telephone number you called from.

  If you have broken down on a European motorway or public road, we are sometimes unable to assist you and you may need to obtain assistance via the SOS phones. The local services will tow you to a place of safety and you will be required to pay for the service immediately. You can then contact us for further assistance. We will pay a maximum of £200 towards reimbursement of the costs, but we will only reimburse claims when we are in receipt of a valid Invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

  For assistance in Europe, call us on: **0044 1206 714 344**. We will send help to the scene of the breakdown within the territorial limits (Europe) and arrange and pay callout fees and mileage charges needed to repair or assist with the vehicle. If, in the opinion of the recovery operator, they are unable to repair the vehicle at the roadside we will assist in the following way:

  - Arrange and pay for your vehicle, you and your passengers to be recovered to the nearest garage which is able to undertake the repair
  - If the vehicle cannot be repaired within 48 hours or by your intended departure date, whichever is the latter, we will arrange for your vehicle, you and your passengers to be transported either to your home address or if you prefer and it is closer; your original destination

**Alternative Transport and Overnight Accommodation**

The following services will be offered on a pay/claim basis, which means that you must pay initially and we will send you a claim form to complete and return, for reimbursement. Before arranging these services, authorisation must be obtained from us. The policy will only pay for a hire car which we deem is appropriate for your requirements, and is available at the time assistance is provided. We will only reimburse claims when we are in receipt of a valid invoice or receipt.
Emergency Overnight Accommodation and Alternative Transport benefits are available under the following conditions following a breakdown in the territorial limits (Europe).

- The vehicle must be repaired at the nearest suitable garage to the breakdown location
- The vehicle cannot be repaired the same working day
- We will determine which benefit is offered to you by assessing the circumstances of the breakdown and what is the most cost effective option for us

**Alternative Transport Abroad***

In the event of a breakdown within the territorial limits (Europe), we will pay up £1000 towards the reasonable cost of alternative transport or a hire car up to 1,600cc to allow you to continue your trip in the territorial limits (Europe) whilst your vehicle remains un-roadworthy. We will also pay up to £150 towards the reasonable cost of alternative transport for one person to return and collect the repaired vehicle. In the event we need to transport your vehicle back to the territorial limits (UK), due to the fact this process will not always be immediate, we will also contribute up to £150 towards the reasonable cost of alternative transport or a hire car up to 1,600cc in the territorial limits (UK) whilst your vehicle is being transported back to the territorial limits (UK).

**Emergency Overnight Accommodation Abroad***

In the event of a breakdown within the territorial limits (Europe) where your vehicle cannot be repaired the same working day and which results in you not being able to stay at your pre-booked accommodation, we will pay up to £150 per person for one night towards the reasonable cost of overnight accommodation including breakfast for you and your passengers. The maximum emergency overnight accommodation payment per incident is £600. This benefit may be used in addition to the Alternative Transport Abroad allowance above.

**Section 3: What is not covered?**

This insurance does not cover the following:

1. Any caravan/trailer where the total length exceeds 7.01 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.
2. Breakdowns to the caravan or trailer itself
3. Any vehicle which is not listed on your Policy Schedule as being eligible for breakdown cover with us.
4. The cost of any parts, components or materials used to repair the vehicle.
5. Repair and labour costs other than one hour roadside labour at the scene.
6. Any costs or expenses not authorised by our rescue controllers.
6. The cost of food (other than breakfast when overnight accommodation is provided),
   drink, telephone calls or other incidentals.

7. The cost of alternative transport other than to your destination and a return trip to
   collect your repaired vehicle unless otherwise agreed by the rescue controller.

8. The cost of fuel, oil or any excess in relation to claim for a hire vehicle.

9. 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 we will
   only recover to one address in respect of any one breakdown.

10. Emergency Overnight Accommodation or Alternative Transport if repairs can be carried
    out at or near the scene of the breakdown within the same working day.

11. Breakdowns caused by failure to maintain the vehicle in a roadworthy condition
    including maintenance or proper levels of oil and water.

12. Costs incurred in addition to a standard callout where service cannot be undertaken
    at the roadside because the vehicle does not carry a serviceable spare wheel,
    aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not
    immediately available to remove the wheels.

13. Additional manpower and/or recovery vehicles, or a recovery further than 10 miles
    from the scene of the breakdown if your vehicle is immobilised due to snow, mud, sand,
    water, ice, or a flood.

14. Service where your vehicle is not accessible or cannot be transported safely and legally
    using a standard recovery vehicle.

15. Any request for service if the vehicle is being used for motor racing, rallies, rental, hire,
    public hire, private hire, courier services or any contest or speed trial or practice for any
    of these activities.

16. Overloading of the vehicle or carrying more passengers than it is designed to carry.
    We will not be liable for and will not recover any passengers beyond the legal carrying
    capacity of your vehicle.

17. Claims not notified and authorised prior to expenses being incurred.

18. It is your responsibility to ensure personal possessions are removed prior to your
    vehicle being transported.

19. Nothing in this policy limits our liability for death or personal injury caused by the
    negligence of us or our employees or for any liability which may not lawfully be limited or
    excluded. This policy is not a motor liability insurance policy within the meaning of Part VI
20. 

We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, we will not pay for you to collect your vehicle from a repairer or for any time that has to be taken off work because of a breakdown.

21. Direct or indirect loss, damage or liability caused by, contributed to or arising from:

- Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel combustion of nuclear fuel
- The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
- Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power

22. Any false or fraudulent claims.

23. Failure to comply with requests by us or the recovery operators concerning the assistance being provided.

24. Fines and penalties imposed by courts, including but not limited to parking tickets.

25. Any charges where you or the Emergency Services arrange recovery or repairs by other means unless we have agreed to reimburse you.

26. Ferry and Toll charges outside of the territorial limits (UK).

27. Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless your vehicle has been fully repaired at a suitable garage, declared fit to drive by the recovery operator or is in transit to a pre-booked appointment at a suitable garage.

28. More than six home assists in the policy duration.

29. Claims totalling more than £15,000 in the policy duration, other than claims for repair following a misfuel incident, where the claim limit will be the current market value for the vehicle.

30. Any cost recoverable under any other insurance policy that you may have.

31. Storage charges.

32. Vehicles that are not secure or have faults with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and your safety is compromised.

33. Assistance if the vehicle is deemed to be illegal, untaxed, uninsured, un-roadworthy or dangerous to transport.
34. Recovery of the vehicle or your transport costs to return the vehicle to your home once it has been inspected or repaired.

35. Any cost that would have been incurred if no claim had arisen.

36. A request for service following any intentional or wilful damage caused by you to your vehicle.

37. Any cover which is not specifically detailed within this policy.

38. If you have requested to add Breakdown cover midway through the term of your motor insurance policy, any claim within 48 hours from the time the breakdown policy was purchased.

39. Service where glass or windscreens have been damaged or broken.

40. Assistance following an accident, theft, fire or vandalism.

41. Any breakdown that occurred before the policy commenced or before it was upgraded.

42. Service if you already owe us money in respect of another claim made under this policy.

43. The deliberate misfuelling of the vehicle by any person. If the claim is dishonest or exaggerated in any way no service will be provided and you will be responsible to pay for the costs incurred.

44. Any liability under the Misfuel Assist benefit where the vehicle has been damaged by anything other than misfuelling or where the damage cannot be fully attributed to a misfuel which occurred during the period of insurance.

45. Any damage caused by the continued use of your vehicle after the point you knew it had been misfuelled.

46. Any infringement of any warranty, or guarantee associated with the vehicle that may be invalidated by any repair to your vehicle.

47. If you put the wrong grade of the same fuel into your vehicle, e.g. if you put hi-octane petrol in your petrol engine the Misfuel Assist benefit will not be provided.

48. Any loss to the market value of the vehicle as a result of a fuel drain and flush or repair made following a misfuel.

### Passenger Limit

We will not be liable for and will not recover any passengers beyond the legal carrying capacity of your vehicle.
Additional exclusions applying to the European Assistance

1. Service where the cost of recovering the vehicle back to the territorial limits (UK) exceeds the market value of the vehicle.

2. The cost of recovery from a European motorway exceeding £200.

3. Recovery of the vehicle to the territorial limits (UK) within 48 hours of the original breakdown, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments you have made within the territorial limits (UK).

4. Recovery of the vehicle to the territorial limits (UK) if your vehicle can be repaired within the territorial limits (Europe) but you do not have adequate funds for the repair.

5. Any claim where the duration (European Cover) of a single trip is planned to or subsequently exceeds 90 days, unless extended European Cover has been purchased prior to your associated motor policy.

6. Any vehicles not located within the territorial limits (UK) when cover is purchased and commences.

Section 4: Conditions of your policy

1. The policy is not transferable to another person if you sell your vehicle.

2. We will provide cover if:
   a. You have met all the terms and conditions within this insurance.
   b. The information provided to us, as far as you are aware, is correct.

3. The driver of the vehicle must remain with or nearby the vehicle until help arrives unless agreed between us and you.

4. We can request proof of outbound and inbound travel dates.

5. If we have reason to believe this policy is being used fraudulently or it becomes apparent there is a breakdown in the relationship between us and you, we may cancel the policy by sending 7 days notice to your home address. In such situations, providing no claim has been made, we will refund the unexpired portion of your premium.

6. When you contact us for assistance we may ask if your vehicle is fitted with alloy wheels. We must be advised the correct information at this time. If we are not made aware and we are unable to provide the service promptly or efficiently through the recovery operator who will be assisting you, you will be charged for any additional costs incurred at the roadside.

7. If your vehicle is repairable at the roadside, or at a local garage, you must accept the assistance being provided. You are responsible for payment for any parts supplied and fitted.
8. If a callout is cancelled by you and a recovery operator has already been dispatched, you will lose a callout from your policy. We recommend you to wait for assistance to ensure the vehicle is functioning correctly. If you do not wait for assistance and the vehicle suffers a breakdown again within 12 hours of the previous callout being cancelled, you will be required to pay for the cancelled callout before further service can be provided for the breakdown.

9. We will refuse service if you or your passengers are being obstructive in allowing us to provide the most appropriate assistance or are abusive to our rescue controllers or the recovery operators.

10. If, in our opinion, the vehicle is found to be un-roadworthy due to lack of maintenance, unless servicing records can be provided, we may terminate your policy immediately notifying you, by letter to your registered address, of what action we have taken.

11. In the event you use the service and the claim is subsequently found not to be covered by the policy you have purchased, we will reclaim any monies from you in order to pay the costs involved.

12. If in our opinion the vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the vehicle in its current condition following the breakdown, we have the option to pay you the market value of the vehicle in its current condition and pay your transportation costs to your home address. It will be your responsibility to apply for a Certificate of Destruction or other such document and you will be required to pay for any storage costs whilst this is obtained. If you would prefer the vehicle to be transported to your home address or original destination, this can be arranged but you will need to pay any costs which exceed the market value of the vehicle in its current condition.

13. Recovery operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and ‘changeovers’ may be required when transporting your vehicle.

14. The transportation of livestock (including dogs) will only be undertaken if the recovery operator determines it is safe to do so in the normal recovery service. We will endeavour to help arrange alternative transport but you will need to pay for this service immediately by credit or debit card.

15. If you have a right of action against a third party, you shall co-operate with us to recover any costs incurred by us.

16. Signing Documentation - You may be asked to sign documents by the recovery operator which relate to the service being provided. Whilst you are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full.
17. Emergency Repairs - Any emergency repairs undertaken at the roadside by recovery operators cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance it is not always possible for recovery operators to accurately diagnose the fault with the vehicle or state whether the vehicle is in a roadworthy condition or otherwise safe to drive. Recovery operators are not instructed to conduct vehicle health inspections.

18. Regardless of circumstances, we will not be held liable for any costs incurred if you are unable to make a telephone connection to any numbers provided.

19. Your vehicle must be registered to and ordinarily kept at an address within the territorial limits (UK).

General Conditions Specific to Breakdown (All Cars)
Please refer to your policy schedule. If you have purchased Breakdown cover (All Cars) the following also applies to your policy.

1. The price of your Breakdown cover (All Cars) is fixed at the start of your policy and remains the same for the policy duration.

2. All vehicles covered by your Breakdown cover (All Cars) policy have the same level of cover.

3. Adding vehicles to your policy – If you add additional vehicles to your policy during the policy term, this insurance will cover them for no additional cost until the end of the current policy term. These vehicles will become chargeable at your next renewal.

4. Removing vehicles from your policy – If you remove a vehicle(s) from your policy during the policy term, they will no longer be covered by your Breakdown cover (All Cars). No refund will be given if a vehicle is removed during the policy term. At renewal the price you pay will reflect the smaller number of cars insured.

5. Each vehicle insured under your Breakdown (All Cars) policy has individual cover limits. You cannot use the home assists from one vehicle on another.

Section 5: How to make a claim
If your vehicle breaks down please call our 24 hour control centre on 0800 458 9280 or alternatively if you are calling from a mobile either 01206 714343 or 0333 320 2367. If you are outside the UK please call 00 44 1206 714 343.

The information you need if you breakdown.

Please have the following information ready to give to our rescue controller, who will use it to validate your policy:

- your telephone number and area code which we can call you back on
- your vehicle registration and insurance policy number
- the precise location of your vehicle (or as accurate as you are able to be in the circumstances)
- your vehicle make, model and colour together with any specific details, which may assist us in locating you quickly

We will take your details and ask you to remain by the telephone you are calling from. Once we have made all the arrangements we will contact you to advise who will be coming out to you and how long they are expected to take.

Your mobile phone must therefore be switched on and available to take calls at all times. You will then be asked to return to your vehicle.

Please remember to guard your safety at all times and remain with or near your vehicle until the recovery operator arrives. Once the recovery operator arrives at the scene please be guided by their safety advice.

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

Should you wish to contact us, write to:

Customer Services, Call Assist Limited,
Axis Court
North Station Road
Colchester
CO1 1UX.

General Notes
This is an insurance policy. You must ensure your vehicle is in a roadworthy condition and is regularly serviced. Purchasing this service means there are no circumstances, which you are aware of, that are likely to result in a claim under this insurance.

Garage Repairs
Any repairs undertaken by the recovery operators at their premises are provided under a separate contract, which is between you and the recovery operator.

Measurements
A home assist is calculated using a straight line from the home address to the location of the breakdown. All other measurements are calculated using driving distances.

Uninsured Service
We can usually provide assistance for claims or service which are not covered under this insurance policy. All costs (including an administration fee) must be paid immediately by credit or debit card.
General Notes Relating to Europe
If your vehicle has suffered a breakdown within the territorial limits (Europe) during a public holiday, many services will be closed during the holiday period. In these circumstances, you must allow us time to assist you and affect a repair to your vehicle. We will not be held liable for any delays in reaching your destination.

Section 6: Cancellation
a. Your Cancellation Rights
Please refer to your policy schedule. If you have purchased individual breakdown please refer to Section 1. If you have purchased Breakdown cover (All Cars) please refer to Section 2.

Section 1:
You may cancel this product and receive a full refund, if you inform us within 14 days from the receipt of the confirmation letter or email.

Should you cancel outside the 14 day cancellation period, you will be charged on a daily pro rata basis for the time you have been on cover, plus a £5 cancellation fee.

However, if a claim is made or has arisen during the period of insurance, the full premium is payable and no refund will be given.

Section 2:
You may cancel this product and receive a full refund, if you inform us within 14 days from the receipt of the confirmation letter or email.

Should you cancel outside the 14 day cancellation period, you will be charged on a daily pro rata basis for the time you have been on cover, plus a £10 cancellation fee.

However, if a claim is made or has arisen during the period of insurance, the full premium is payable and no refund will be given.

In the event that you downgrade your cover from European Plus cover to National Plus cover or Local cover OR National Plus cover to Local cover you will not be issued a refund.

Please contact EUI Limited, Ty Admiral, David Street, Cardiff CF10 2AA. Alternatively, if you wish to phone us please call 0333 220 2006 for single car customers, or 0333 220 2007 for MultiCar customers.

b. Our cancellation rights
We will cancel this policy if:

- Your Elephant motor policy is cancelled
- If any claim under this policy shall be in any respect fraudulent
- You behave in a manner that makes it inappropriate for us to continue your insurance
If **we** cancel **your** policy **you** will receive a pro rata refund minus a £5 cancellation fee for individual cover, or a £10 cancellation fee for Breakdown cover (All Cars).

However, if a claim is made or has arisen during the period of insurance, the full premium is payable and no refund will be given.

In the event of fraud, **we** will seek to recover any costs that have been incurred and will not return any premium.

**Section 7: How to make a complaint**

Complaints should be made to: The Quality Manager, **EUI Limited**, Ty Admiral, David Street, Cardiff CF10 2AA.

Tel: **0330 333 5888**  
Email: quality@elephant.co.uk  
Fax: 0330 333 5886

If **we** have given **you** our final response and **you** are still unhappy, or more than 8 weeks have passed since **we** received **your** original complaint, **you** may refer **your** complaint to:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
www.financial-ombudsman.org.uk  
Tel: **0800 0 234 567**  
Or: **0300 123 9 123**  
Email: complaint.info@financial-ombudsman.org.uk

**Section 8: Extra information about your policy**

**Financial Services Compensation Scheme**

**EUI Limited** and Admiral Insurance (Gibraltar) Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme should **EUI Limited** be unable to meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim costs. **You** can get more information about the compensation scheme arrangements from the FSCS.

The contact information is:  
The FSCS, 10th Floor, Beaufort House, 15 St. Botolph Street, London WC3A 7QU  
www.fscs.org.uk  
Tel: **0800 678 1100 / 0207 741 4100**  
Email: enquiries@fscs.org.uk
Service Provider and Insurer
Supplied by **EUI Limited**, Ty Admiral, David Street, Cardiff CF10 2EH, and is administered by Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX, and is underwritten by Admiral Insurance (Gibraltar) Limited, 1st Floor, 24 College Lane, PO Box 575, Gibraltar GX11 1AA (Home State: Gibraltar).

**EUI Limited** and Call Assist are authorised and regulated by the Financial Conduct Authority.

**EUI Limited** Firm Reference Number: 309378.

Call Assist Limited Firm Reference Number: 304838.

Admiral Insurance (Gibraltar) Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar.

Call Recording
To help us provide a quality service, your telephone calls may be recorded, but will only be shared with partner organisations directly relevant to the breakdown service we provide.

Your Personal Information
For information about how EUI Limited will process your personal information please visit:
www.elephant.co.uk/car-insurance/customer-support/useful-information/your-privacy-and-security.php

Enquiries in relation to data held by us should be directed to the Customer Services Department, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX

Call Assist shares information with EUI Limited, trading as Elephant if your breakdown cover has been bought as an ancillary to your Elephant car insurance. Where you wish to make a claim which is not covered by your breakdown cover, we will inform EUI Limited who can handle this claim for you.

Governing Law
The Law of England and Wales governs this insurance.

Language
We have chosen to use the English language in all documents and communication relating to this policy.