



# European Motoring Breakdown Assistance



Policy Ref: GC 1628D  
Motoring Assistance Ref: 02GOL

This document only constitutes a valid insurance policy when it is issued in conjunction with a valid insurance schedule or booking confirmation. The European Motoring Breakdown Assistance detailed in this policy is arranged by Gold Cover Insurance Services Ltd. together with associated agents. European Motoring Breakdown Assistance is provided by Green Flag Motoring Assistance and insured by UK Underwriting Limited on behalf of Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Gold Cover Insurance Services Ltd, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

This Gold Cover European Motoring Breakdown Assistance policy wording confirms the benefits and services to which those persons who have paid the required premium are entitled. It sets out the full terms, conditions and exclusions of the policy that **You** agree to accept. Please read the full wording of this policy as soon as possible, making sure **You** understand what **We** will and will not pay for under each section. It is **Your** contract of insurance and is the basis on which all claims will be settled

## CANCELLATION

**We** hope **You** are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with **Your** requirements, please return it to the Insuring Agent, within 14 fourteen days of issue **We** will refund **Your** premium. Thereafter **You** may cancel the policy at any time, however no refund of premium is payable.

The **Insurer** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance.

## COMPLAINTS PROCEDURE

**We** will do **Our** best to give **You** the service which **You** need and to which **You** are entitled. If for any reason **You** feel that **We** have not done so, then **We** would rather **You** told **Us**. In the first instance **You** should contact the European Liaison Manager at Green Flag House, Cote Lane, Leeds LS28 5GF. If this does not fully answer **Your** complaint then **You** can then ask the Underwriting Director of Green Flag, at the same address, to look at **Your** case again. Should the matter not be resolved to **Your** satisfaction **You** may then write to the Head of Claims, UK Underwriting Ltd, 2 Gibraltar House, Bowcliffe Road, Leeds LS10 1HB

If it is impossible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service, this also applies if **You** are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million, **You** may contact the Financial Ombudsman Service at the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall Docklands, London E14 9SR Tel: 0845 080 1800

**Your** statutory rights are not affected if **You** do not follow the complaints procedure above. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

## COMPENSATION SCHEME

Fortis Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS.

## IMPORTANT INFORMATION

### Mobile Telephones

Mobile telephones are convenient, but expensive. Even if **You** ask someone to call **You** back on **Your** mobile telephone, **You** may still have to pay the bill. **You** will also be charged for calls made on a mobile telephone via a freephone number.

For these reasons **We** ask that wherever possible **You** contact Green Flag from a public call box.

If it is absolutely essential that **You** do use a mobile telephone, then **We** will, at **Our** option, reimburse the charges to a maximum of £25, if **We** believe they have been reasonably incurred.

### Motorways

In several parts of Europe, if **You** break down on a motorway or other major public road, police will answer the phones. They will arrange for a local recovery company to send a recovery truck to **You** without contacting **Us**. Very few of these local recovery agents have any link with **UK** motoring organisations and **You** may well have to pay for this assistance on the spot. If **You** keep a receipt, **We** will refund the full cost of assistance, including towing charges and time the mechanic has spent working on the **Insured Vehicle** at the roadside.

## DEFINITIONS

**"Consequential Loss"** - Unless **We** provide cover under this insurance, any other loss or damage or additional expense following on from the event for which **You** are claiming is not covered. Examples of such loss, damage or accidental expense would be the cost of replacing locks after losing **Your** Vehicle keys or loss of earnings as a result of **Your** Vehicle being out of use.

**"Event"** A road accident, breakdown, vandalism, fire or theft involving the **Insured Vehicle** occurring during the **Period of Insurance** which results in the **Insured Vehicle** being immobilised or dangerous to drive.

**"We, Our, Us"** Green Flag Ltd. as agent of the Insurer or **Our** authorised Third Party Contractors.

**"the Insurer"** UK Underwriting Ltd on behalf of Fortis Insurance Limited.

**"You, Your"** The person shown as the member on the insurance schedule or booking confirmation, or any person driving the **Insured Vehicle** with **Your** permission.

**"Your Party"** The person shown as the member on the insurance schedule or booking confirmation, any person driving the **Insured Vehicle** with **Your** permission, up to a maximum of 8 human passengers (not including hitch-hikers), and anyone else associated with **You** or acting on **Your** behalf.

**"Insured Vehicle"** The vehicle and trailer or caravan if appropriate specified in the insurance schedule or booking confirmation for which the appropriate premium has been paid.

Cover is only available for the following :

1. A vehicle registered in the **United Kingdom** which is under 10 years old since first registration (or under 16 years old if you have paid the appropriate extra premium).
2. A privately-registered motor car up to 3.5 tonnes when loaded, a motor cycle, a three-wheeler or privately-registered car-based van, 4x4 sport utility vehicle or motorcaravan up to 3.5 tonnes when loaded - none of these must be more than 7 metres long, 2.5 metres wide and 3 metres high. This excludes Kit Cars or modified vehicles.
3. A standard caravan or trailer of a proprietary make (i.e. not home made or modified) which meets with the relevant rules and regulations, is fully roadworthy and is towed by the **Insured Vehicle**. The weight of the caravan or trailer when loaded must not be more than the kerb weight of the **Insured Vehicle**. **You** must carry a spare wheel and tyre for **Your** caravan or trailer.

## PLEASE NOTE THAT COVER FOR CARAVANS AND TRAILERS IS LIMITED TO COVER 2 AND COVER 5

**We** do not cover any attachments, or accessories to the Motor Vehicle.

**"Market Value"** The **UK** value of the **Insured Vehicle**, after the **Event** but before any repairs have been carried out, as provided by an appropriate authority and independent of any valuation for motor insurance purposes.

**"Territorial Limits"** Mainland Europe and its neighbouring islands, but not States which were members of the USSR, Albania, Turkey in Asia, Cyprus, Iceland or the **United Kingdom** other than during the direct journeys between **Your** home and **Your** international departure point.

**"United Kingdom"** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**"Home"** **Your** residential address in the **United Kingdom**.

**"Period of Insurance"** The period between the start of **Your** cover and the expiry date shown on **Your** insurance schedule or booking confirmation.

**"Luggage"** Suitcases, bags and trunks as would be normally packed for a journey / holiday. This excludes any equipment, fixtures and fittings, furnishings or accessories normally associated with the **Insured Vehicle** (including any trailer/caravan), as well as goods, livestock, items of furniture, plant and equipment.

## HELP US TO HELP YOU

If **You** need to contact Green Flag **You** should use the following freephone number:

**00800 4000 6154**

If **You** are unable to reach Green Flag on the freephone number then **You** can also try the STD number which is

**(0044)(0)141 349 1079**

Continental dialling tones can differ from the British one. Insert coins carefully, giving each one time to drop. Dial steadily and without any long pauses, except if **You** have to wait for a second dialling tone. Connection can take up to a minute. Any persistent tones or recorded messages in a foreign language will mean **Your** call has not connected, so try again. In Belgium, Spain and France **You** must wait for a second tone after the first two digits. **You** should quote Gold Cover and the reference number of **Your** policy. This is shown above. **You** must provide as much detail as **You** can about what has happened, where **You** are, and **Your** intended travel route. **You** must keep a note of the telephone charge to claim back later.

## COVER 1 - BEFORE TRAVEL STARTS - UP TO £1000

### What is covered

- If **You** cannot use the **Insured Vehicle** because of an **Event** which happens within 7 days of when **You** were due to start **Your** trip and **We** reasonably believe that the **Insured Vehicle** cannot be repaired before **You** leave; or
- the **Insured Vehicle** is stolen and not recovered before **You** leave.

**We** will pay up to £1000 towards the cost of hiring another vehicle for the purpose of carrying out the planned trip, including any costs for delivery, insurance, and any other compulsory charges which the hire car provider may make.

### Please remember

**You** must follow the usual conditions of the vehicle hire company selected. These will usually include :

- the need to have a current full driving licence with **You** at the time of hire;
- limits on acceptable endorsements;
- a cash or credit card deposit ~ e.g. for fuel;
- drivers to be within the appropriate age limits for hire and to have held a full driving licence for at least 12 months.

If **You** cannot meet the above requirements quickly, then this will result in a delay in obtaining a hire vehicle, and may result in **You** not being able to obtain a hire vehicle.

In some cases, **You** will have to pay for vehicle hire services locally. If this happens, **We** will give **You** a refund (up to cover limits) as long as **You** provide all necessary paperwork and have received approval from the Green Flag Control Centre.

### What is not covered

- The cost of any fuel **You** use in the hire vehicle. Usually **You** will be supplied with a vehicle that has a tank full of fuel, and it will be expected that it should be returned in the same condition. If not **You** will have to pay for fuel costs plus an administrative charge which **We** will not pay back.
- Any ferry charges, road tolls, parking charges, and parking and motoring fines incurred during the time that a hire vehicle is allocated to **You**.
- **We** cannot guarantee that hire cars will always be available and **We** are not responsible if they are not available. In particular, no guarantee can be made of 24 hour vehicle replacement.
- No guarantee can be made that there will be tow bars, roof racks, roof boxes, bike racks or other accessories on hire cars or that automatic transmission vehicles will be available. Similarly **We** cannot guarantee the availability of comfort features such as air conditioning.
- Any claim resulting from breakdown if **You** have bought this insurance within 7 days of **Your** scheduled departure date, or if the actual or imminent breakdown is discovered in the course of a service carried out within 7 days of that date.

## COVER 2 - ROADSIDE ASSISTANCE & TOWING

### What is covered

**We** will arrange and pay for:

- labour and call-out charges involved in providing roadside assistance after an **Event**, if there is a reasonable chance that the roadside assistance will make the **Insured Vehicle** fit to drive; or
- the **Insured Vehicle** to be taken to the nearest local repairer or safe storage place after an **Event**.

### Please remember

In several parts of Europe, if **You** break down on a motorway or other major public road, police will answer the phones. They will arrange for a local recovery company to send a recovery truck to **You** without contacting **Us**. Very few of these local recovery agents have any link with **UK** motoring organisations and **You** may well have to pay for this assistance on the spot. If **You** keep a receipt, **We** will refund the full cost of assistance, including towing charges and time the mechanic has spent working on the car at the roadside. **We** will not pay for any spare parts used. Once **You** have been taken from a motorway or major public road to a place of safety such as a local garage or motorway service station, please contact **Us** if **You** need other advice or services.

### What is not covered

The cost of spare parts and materials used in providing this service any labour charges not incurred at the roadside (except for Emergency Labour-see below).

## COVER 3 - EMERGENCY LABOUR - UP TO £100

### What is covered

**We** will arrange and pay for:

- up to £100 towards the cost of emergency labour (but excluding the cost of parts) incurred outside the **United Kingdom** which will allow **You** to continue the journey in the **Insured Vehicle** without the need to call on any other of the services offered by this policy.

### Please remember

**We** treat an emergency as a situation which requires immediate action. If **You** ask **Us** to provide any other service under the policy which takes the urgency out of the situation, then **We** will not pay for the Emergency Labour.

### What is not covered

The cost of spare parts and materials used in providing this service

## COVER 4 - LOSS OF USE OF THE INSURED VEHICLE - UP TO £1000

### What is covered

- If **You** cannot use the **Insured Vehicle** because of an **Event** and **We** reasonably believe that the **Insured Vehicle** will be out of use for more than eight hours; or
- the **Insured Vehicle** is stolen and not recovered within eight hours.
- **We** will, at **Our** option, pay for the reasonable costs of one of the following:
- Taking **You**, **Your Party** and **Your** luggage, by any suitable means, to **Your** destination, and then returning **You** to the **Insured Vehicle** after it has been repaired;
- Accommodation, including one daily meal (but not alcoholic drinks), for **You** and **Your Party** while the **Insured Vehicle** is being repaired. These expenses are limited to £45 a day for each person and to £225 in total for each person;
- Up to £1000 towards the cost of hiring another vehicle, including any costs for delivery or collection and drop-off fees, insurance, and other compulsory

charges which the hire car provider may make. **You** will be entitled to a hire vehicle for the time that the **Insured Vehicle** is unavailable to be used by **You**. This is the length of time that it is being repaired plus the time **You** need to travel to recover the **Insured Vehicle**. If repairs are completed before **Your** scheduled return journey is due to begin but this return trip could not be reasonably completed within one day, **You** will not be expected to undertake this trip until **You** would normally have done so as per **Your** scheduled journey. If repairs cannot be completed before **Your** return home then Repatriation Terms and Conditions will apply.

### Please remember

**You** must follow the usual conditions of the vehicle hire company selected. These will usually include :

- the need to have a current full driving licence with **You** at the time of hire;
- limits on acceptable endorsements;
- a cash or credit card deposit ~ e.g. for fuel;
- drivers to be within the appropriate age limits for hire and to have held a full driving licence for at least 12 months.

If **You** cannot meet the above requirements quickly, then this will result in a delay in obtaining a hire vehicle, and may result in **You** not being able to obtain a hire vehicle.

In some cases, **You** will have to pay for vehicle hire services locally. If this happens, **We** will give **You** a refund (up to cover limits) as long as **You** provide all necessary paperwork and have received approval from the Green Flag Control Centre.

In most parts of Europe, hire vehicles are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders. Please remember to notify the Green Flag European Control Centre of **Your** intended route.

Please remember that it is **Your** responsibility to do all things reasonable and practicable to diminish any claim and to minimise **Our** costs. An example would be that **We** would not supply hotel accommodation to **You** if **You** were towing a perfectly habitable caravan. In this instance **We** would be prepared to pay for site fees.

### What is not covered

The cost of any fuel **You** use in the hire vehicle. Usually **You** will be supplied with a vehicle that has a tank full of fuel, and it will be expected that it should be returned in the same condition. If not **You** will have to pay for fuel costs plus an administrative charge which **We** will not pay back.

Any ferry charges, road tolls, parking charges, and parking and motoring fines incurred during the time that a hire vehicle is allocated to **You**.

**We** cannot guarantee that hire cars will always be available and **We** are not responsible if they are not available. In particular, no guarantee can be made of 24 hour vehicle replacement.

No guarantee can be made that there will be tow bars, roof racks, roof boxes, bike racks or other accessories on hire cars or that automatic transmission vehicles will be available. Similarly **We** cannot guarantee the availability of comfort features such as air conditioning.

## COVER 5 - REPATRIATION

### What is covered

If **You** cannot use the **Insured Vehicle** because of an **Event** and it cannot be repaired locally or the repairs, if carried out locally, cannot be completed within a time that would enable **You** to make **Your** planned return to the **UK** (as indicated by such as a ferry booking); or

the **Insured Vehicle** is stolen outside the **United Kingdom**, and not recovered until after **You** have returned to the **United Kingdom**; or the only person qualified to drive becomes unfit to drive the **Insured Vehicle** due to accidental bodily injury or sudden and unforeseen illness;

**We** will, at **Our** option, pay for the reasonable costs of the following :

- Taking **You**, **Your** passengers and **Your** luggage, by any suitable means, to **Your** home in the **United Kingdom**.
- Taking the **Insured Vehicle** to **Your** home or to a repairer of **Your** choice in the **United Kingdom**.

If **You** have left the **Insured Vehicle** abroad for repair, **We** will pay the cost of a single economy ticket by rail or sea (or air if the train or boat journey would be longer than 12 hours) for **You** or a driver of **Your** choice to collect the **Insured Vehicle**. **We** will also pay any necessary expenses on the outward journey by the person collecting the **Insured Vehicle**, including accommodation and Green Card charges. **We** will not pay more than £600.

If necessary, **We** will also pay any charges up to £100 for storing the **Insured Vehicle** abroad before it is repaired, sent home or legally abandoned.

### Please remember

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the **United Kingdom**, and when **You** confirm to **Us** that these repairs will be put in hand.

**We** will, where necessary, need to see all medical and other evidence that shows that there is no-one available to drive the **Insured Vehicle**.

**You** must make full use of any unused travel; tickets if **We** are repatriating **You**, **Your Party** or the **Insured Vehicle**. This includes trading in any unused tickets.

### What is not covered

- The return of the **Insured Vehicle** to the **United Kingdom** if **We** believe that the cost of doing so would be greater than the market value in the opinion of an independent, competent Assessor.
- The return of the **Insured Vehicle** to the **United Kingdom** if repairs can be completed locally and **You** are either unable or unwilling to allow this to happen.
- The cost of special arrangements which **We** have to make if **You** or any of **Your Party** has a medical condition.
- Any damage to or theft of objects or accessories left in or outside the **Insured Vehicle**.
- Any expenses which **You** would have had to pay anyway had the **Event** not happened.

## **COVER 6 - PROVIDING A CHAUFFEUR TO RETURN YOU HOME**

### **What is covered**

If there is an accidental injury, sudden and unforeseen illness or death which means that there is no-one who can drive the **Insured Vehicle**, **We** will, at **Our** option, pay for a qualified person to drive the **Insured Vehicle**, **You** and **Your Party** back to **Your** home in the **United Kingdom**.

**We** will also pay for **Your** accommodation costs, including one daily meal (but not alcoholic drinks), on **Your** return journey, if these costs would not have been necessary if the journey or holiday had gone ahead as planned. These expenses are limited to £45 a day for each person and to £225 in total for each person.

### **Please remember**

**We** will need to see all medical and other evidence that shows that there is no-one available to drive the **Insured Vehicle**.

### **What is not covered**

- The cost of any fuel used and road tolls.
- The cost of any other special arrangements, over and above the provision of a Chauffeur, which **We** have to make if **You** or any of **Your Party** has a medical condition.
- Any expenses which **You** and **Your Party** would have had to pay anyway.

## **COVER 7 - DELIVERING SPARE PARTS**

### **What is covered**

If spare parts are not available locally to repair the **Insured Vehicle** following an **Event**, **We** will arrange to have them delivered to **You**, **Your Party** or an agreed location as quickly as is reasonably possible.

### **Please remember**

**We** will only pay for the cost of transporting spare parts.

**We** are not responsible if the spare parts:

- are no longer made;
- cannot be bought from the wholesaler or agent; or
- cannot be exported to the country where the **Insured Vehicle** is.

### **What is not covered**

The actual cost of all spare parts and any customs duty. **You** must pay **Us** these costs within a month of **Us** asking for payment.

**We** will not deliver Spare Parts solely for cost reasons, i.e. because they can be sourced cheaper elsewhere than locally.

## **COVER 8 - LEGAL DEFENCE UP TO £10,000**

### **What is covered**

**We** will pay up to £10,000 in respect of legal costs and expenses

- to defend the driver of the **Insured Vehicle** against criminal charges following a Road Traffic Accident involving the **Insured Vehicle**.
- to pursue uninsured losses against third parties arising from a Road Traffic Accident involving the **Insured Vehicle**

### **Please remember**

**You** are responsible for reporting the **Event** immediately by contacting the Green Flag Control Centre using the emergency number **We** have provided. **You** must do this even if **You** do not need assistance immediately.

**You** must not admit liability or agree to settle any claim without the written permission of Green Flag.

**We** will decide who should be the legal representative. If at any time **We** decide that **Your** defence is not likely to succeed, **We** or the legal representatives will write to **You** giving **Our** reasons.

### **What is not covered**

- costs incurred in pursuance of a claim against a tour operator, travel agent, carrier, Green Flag or the Insurer.
- legal costs incurred prior to the granting of support by the **Insurer**.
- any claim reported more than 180 days after the start of the incident giving rise to the claim.
- any claim where there are, in the opinion of the **Insurer**, insufficient prospects of making a successful defence or of recovering more than the costs of bringing the action.
- any claim against any member of **Your Party**.

## **COVER 9 - ADVANCE OF FUNDS - UP TO £4,000**

### **What is covered**

**We** will advance to the Driver, once **We** have received a signed acknowledgement of debt, a maximum of £4,000 for the driver to enable the Driver:

- to provide Bail or other security to any judicial authority to secure his or her release and that of the **Insured Vehicle** following detention after a road traffic accident or motoring offence.
- to pay in respect of customs duty to a foreign government if he or she commits an involuntary breach or non-observance of the conditions under which the **Insured Vehicle** may be imported for a limited time into the country without payment of customs duty. This includes payment of customs duty arising out of the abandonment of the **Insured Vehicle** after accident or theft.

### **Please remember**

Any advance of funds must be fully paid back to **Us** within 60 days of the advance being made.

### **What is not covered**

Any costs incurred if the Driver fails to comply with any of the terms of release and the bond is forfeited.

## **COVER 10 - THEFT - UP TO £100**

### **What is covered**

If any person other than **Your Party** damages the **Insured Vehicle** in the course of a theft or attempted theft of or from the **Insured Vehicle** **We** will pay up to

£100 towards the cost of repairing the damage. Typically this will include damage to windows and door locks damaged in the course of a theft or attempted theft of or from the **Insured Vehicle**.

### **Please remember**

**You** must obtain a police report within 24 hours of the theft and send this to Green Flag.

### **What is not covered**

damage to paintwork, cosmetic items or items which do not affect the ability of the **Insured Vehicle** to be driven safely e.g. radio aerials.

costs incurred after **You** return home

## **GENERAL CONDITIONS APPLYING TO ALL SECTIONS**

### **A. The Insured Vehicle**

Cover is only available for the following :

- A vehicle registered in the **United Kingdom** which is under 10 years old since first registration (or under 16 years old if **You** have paid the appropriate extra premium);
  - a privately-registered motor car up to 3.5 tonnes when loaded, a motor cycle, a three-wheeler or privately-registered car-based van, 4x4 sport utility vehicle or motorcaravan, up to 3.5 tonnes when loaded - none of these must be more than 7metres long, 2.25 metres wide and 3 metres high ;
  - a standard caravan or trailer which meets with the relevant rules and regulations and is towed by the **Insured Vehicle**. The weight of the caravan or trailer when loaded must not be more than the kerb weight of the **Insured Vehicle**.
1. Any vehicle specified in the insurance schedule or booking confirmation .
  2. The **Insured Vehicle** must be permanently registered in the **UK** and, if necessary, have a current MoT certificate. **You** must do all that **You** can to make sure the **Insured Vehicle** is safe and fit to drive. The **Insured Vehicle** must be regularly serviced in line with manufacturer's recommendations, carry a serviceable spare wheel and tyre and be in a roadworthy condition at the start of any trip. **We** may ask for proof that the **Insured Vehicle** was fit to drive.
  3. If **We** arrange for temporary roadside repairs, **You** must then immediately arrange any permanent repairs that may be necessary. If **You** do not, and the same problem happens again, **We** may ask **You** to pay all charges incurred.
  4. If an **Event** occurs due to an inadequate repair of a problem that has already caused a call-out under this Policy, **We** may ask **You** to pay all charges incurred.
  5. If an **Event** occurs due to unsuccessful amateur servicing or repairs **We** may ask **You** to pay all charges incurred.
  6. If the **Insured Vehicle** needs to be moved or recovered after an **Event**, it must be in an easy position for a recovery vehicle to load. If this is not the case, **You** may have to pay an emergency recovery fee. In particular if the **Insured Vehicle** is in a position where it cannot be worked on or towed, the wheels have been removed or where specialist equipment is required for its recovery, **You** may have to pay extra costs (including labour charges).

### **B. Your general responsibilities**

**You** will be responsible for :

1. doing all that **You** can to keep the **Insured Vehicle** safe and fit to drive;
2. any consequential costs resulting from a lockout, where **We** attempt, with **Your** permission, to gain entry into the **Insured Vehicle**;
3. taking all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the **Insured Vehicle**;
4. disclosing all material facts to **Us**. Failure to do this may affect **Your** rights under this insurance. If **You** do not know that a fact is or is not material then **You** should notify **Us** immediately;
5. using all due diligence and doing and concurring in doing all things reasonable and practicable to diminish any claim, to prevent any loss, theft or damage and at all times act as if uninsured;
6. minimising **Our** costs. This is particularly relevant regarding the use of Mobile Phones. Green Flag provides, for most countries, a Freephone telephone number. Which **You** should use wherever possible. **We** expect **You** to use Mobile phones sparingly and will only be responsible for cost up to £25 in all.
7. any costs whatsoever that the law of any country forces **You** to incur.

### **C. What You must and must not do following an Event**

**Following an Event, You are responsible for :**

1. reporting the **Event** immediately by contacting the Green Flag Control Centre using the emergency number **We** have provided. **You** must do this even if **You** do not need assistance immediately. If **You** do require assistance immediately, or subsequently, **You** must contact the Green Flag Control Centre. **You** should not contact any garage or recovery operator direct. **We** are not responsible for the actions or costs of garages, recovery firms or emergency services acting on **Your** instructions or the instructions of anyone acting for **You**;
2. giving Green Flag correct information when **You** phone for assistance. If **You** do not, **You** may have to pay all costs caused by the incorrect information. It is particularly important that **You** quote Gold Cover and **Your** Motoring Assistance Reference number. Remember that **You** must report any **Event** which could bring about a claim as soon as possible to the Green Flag Control Centre;
3. paying the cost of a Green Flag authorised recovery or repair vehicle coming out to **You** if **You** allow the **Insured Vehicle** to be recovered or repaired by someone else after **You** have contacted Green Flag for assistance;
4. following any instructions given by the Green Flag Control Centre. When **You** ask for assistance or recovery, **We** will give **You** an estimated time when the repair or recovery vehicle will arrive. **You** and **Your Party** must wait with the **Insured Vehicle** until the repair or recovery vehicle arrives, unless **You** have made other arrangements with the Green Flag control centre. **We** reserve the right to refuse service and charge **You** for any costs incurred if **You** are not present at the scene of the **Event**;
5. providing **Us** with a copy of the police report, at **Our** request, in the **Event** of theft, attempted theft or vandalism of the **Insured Vehicle**;

6. the security of the contents of the **Insured Vehicle**, Caravan or Trailer. **We** will not recover or repair a Caravan or Trailer if there is a person or animal in it;
7. the onward transportation of any animal in **Your** vehicle. Any assistance given is entirely at **Our** discretion. **We** will not be liable for injury or death of the animal. It is **Your** responsibility to secure any animal being transported in **Your** own vehicle (in that vehicle) or to make alternative arrangements for its transportation;
8. any storage or release fees (over any Policy limits) while the **Insured Vehicle** is being repaired, or awaiting collection, inspection or abandonment;
9. any ferry charges, road tolls, parking charges, and parking and motoring fines incurred during the time that a hire vehicle is allocated to **You**;
10. any ferry charges, road tolls, and parking charges which the driver of a recovery vehicle has to pay;
11. obtaining and sending any relevant paperwork immediately and all information and other help **We** ask for relating to costs that may be claimed from Green Flag;
12. not admitting liability or agreeing to settle any claim without the written permission of Green Flag;
13. the cost of parts or other products used to repair the **Insured Vehicle**;
14. taking all steps necessary to expedite the completion of repairs;
15. collecting the **Insured Vehicle** from the garage after work has been carried out;
16. paying back to **Us** within 60 days of **Our** asking any sums which **We** pay on **Your** behalf which are not covered by this insurance or which **You** would have incurred in the normal course of events;
17. notifying **Your** Motor Insurance Company following a Road Traffic Accident.

#### **D. Legal Factors**

1. Following an Insured Incident attended by the police or other emergency services, transportation of the **Insured Vehicle** will not take place until they have authorised its removal.
2. This Certificate shall be governed by and construed in accordance with the Law of England and Wales unless the Certificate holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.
3. If the law of any country means that **We** have to make a payment which **We** would not otherwise have paid **We** will be able to reclaim this amount from **You**.

#### **E. Our rights**

1. **We** may choose to have the **Insured Vehicle** repaired (at **Your** cost) following an **Event**, rather than arranging for it to be recovered to the **United Kingdom**;
2. **We** will not authorise any expense unless:
3. **You** or anyone involved in the claim keep to the terms and conditions of this cover and;
4. **You** report any **Event** immediately afterwards, or as soon as it is discovered by **You**, by contacting the Green Flag European Control Centre using the emergency number **We** have provided and; the information **You** give is true and accurate.
6. If **You** are covered by any other insurance for an **Event**, **We** will only pay **Our** share of the claim.
7. **We** may take over and defend any claim in **Your** name. **We** may also prosecute other people in **Your** name.
8. **We** have the right to take any action against any party in order to recover costs. **You** will assist **Us** in any manner that **We** ask.
9. **We** will decide how **We** negotiate and settle **Your** claim.
10. If **We** provide a service **You** are not entitled to, **You** may have to pay. **We** may also charge an administration fee.
11. If Green Flag choose not to enforce or rely on any of these Terms & Conditions on a particular occasion, this will not prevent **Us** subsequently relying on or enforcing them.
12. All sums insured and limits stated in this policy are inclusive of VAT or local equivalent.
13. Premiums payable under this insurance are inclusive of IPT.

#### **GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS**

##### **A. Availability of Service**

1. While **We** seek to meet **Your** service needs at all times, this may not always be possible - for example, when **We** are faced with circumstances outside **Our** reasonable control, such as (without limitation) extreme weather conditions or equipment failure.
2. **We** cannot guarantee that all of the services in the policy will be available 24 hours of each day. **We** will do all that is reasonable to provide the service as soon as possible but cannot be held responsible for delays outside of **Our** control.
3. **We** have the right to refuse to provide service where **We** consider that **You** or any member of **Your Party** is behaving or has behaved in a threatening or abusive manner to **Our** employees, agents, or to any third party contractor. **We** reserve the right to invalidate cover at any time if, in **Our** opinion, **You** have misused services provided under this cover.
4. Under no circumstances will the number of people given cover in **Your Party** exceed any Manufacturer's or legal limits placed upon the **Insured Vehicle**, and no cover is available under this policy if, at the time of the **Event**, the **Insured Vehicle** was carrying more people than it is designed for, as shown in the manufacturer's details.

##### **B. - Use of the Insured Vehicle**

No cover is available under this policy if, at the time of the **Event**, the **Insured Vehicle** was :

1. being used for racing, competition, rally, trials, off-road driving, speed or duration tests, any motor sports, or practising for such events;
2. overloaded or towing or carrying more weight or people than it is designed for, as shown in the manufacturer's details;

3. hired out or used for hire or reward, or for the carriage of goods for reward, or any claim which includes commercial goods;
4. not in normal use;
5. being driven by a person whom **You** know does not have a valid driving licence;
6. being driven by a person whom does not meet the conditions of their driving licence;

##### **C. Condition of the Insured Vehicle**

**We** will not provide assistance or recovery services if the **Insured Vehicle** is :

1. in **Our** opinion dangerous or illegal to repair or transport;
2. not fit to drive at the start of the journey or had not been regularly serviced in line with the manufacturer's recommendations or was not accompanied by a legal spare wheel and tyre. **We** may ask for proof that the **Insured Vehicle** was fit to drive.

##### **D. Location of the Insured Vehicle**

**We** will not provide assistance or recovery services if the **Insured Vehicle** is :

1. situated in areas to which **We** have no right of access or on motor trader's premises. This includes Customs areas and some European Motorways. **We** will, of course, provide assistance once the **Insured Vehicle** has been removed from these areas. See below (Motorways).
2. temporarily immobilised by floods or snow-affected roads, or is partly or completely buried in snow, mud, sand or water;
3. being transported by sea or rail, (unless loss or damage is caused by **Our** negligence);

##### **E. What is not covered**

No cover is available under this policy for any loss or legal liability resulting from:

1. the **Insured Vehicle** being misfuelled, including Events where appropriate additives have not been mixed with the fuel. **We** will, however, at **Our** discretion, recover the **Insured Vehicle** to a local repairer. **We** are also not liable for any costs or charges connected with the drainage or removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid;
2. ionising radiation or radioactive contamination from nuclear fuel, nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of nuclear equipment;
3. confiscation, nationalisation, detention, destruction of or damage to by or under the authorisation of any government or civil authority;
4. pressure waves from planes or other flying machines;
5. war, invasion or civil war, terrorism; or riot or civil unrest outside Great Britain;
6. natural disasters - earthquakes, hurricanes, volcanoes, tidal waves, avalanches etc;
7. malfunctions due to non-millennium compliant software;
8. any malicious or criminal act of **You** or **Your Party**;
9. a wilful act or omission by **You** or **Your Party**;
10. a claim for parts, goods or services, arrangements or advice provided by **Us** or anyone acting for **Us**;
11. an inadequate repair of a problem that has already caused a call-out under this Policy;
12. unsuccessful amateur servicing or repairs;
13. any action unauthorised by the Green Flag European Control Centre.
14. damage to paintwork or other cosmetic repairs which do not affect the mobility or safety to drive of the **Insured Vehicle**;
15. any damage to or theft of objects or accessories left in or outside the **Insured Vehicle**;
16. any vehicle other than the **Insured Vehicle** shown in **Your** booking confirmation;
17. any police call-out charges;
18. any expenses which **You** would have had to pay anyway;
19. anything which would involve breaking the law;
20. indirect or consequential loss of any kind;
21. any liability created by a contract;
22. anyone who was not a member of **Your Party** at the time of the **Event**;
23. hitch-hikers;
24. routine servicing or the rectification of failed repairs, or as a way of avoiding repair costs;
25. transportation of horses or livestock;
26. any cost recoverable under any other insurance and/or under the service provided by any other organisation;
27. any costs incurred after a Road Traffic Accident if **You** have not notified **Your** Motor Insurance Company of the **Event**.

Green Flag Ltd. Registered Office: The Wharf, Neville Street, Leeds, LS1 4AZ. Tel: 0113 236 3236 (Administration) Registered in England & Wales No: 1003081 VAT Reg. No: 325 5920 59Green Flag Ltd. has undertaken to comply with the Association of British Insurers' Code of Practice for the selling of general insurance and is designated as a Company Agent, for which the companies it represents accept responsibility. A copy of the Code is available on request. As required by law, details of procedures to follow in the event of a complaint can be found in our Terms & Conditions, which are also available on request.

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