



Cumbria Police Group Insurance Trust Motor Assistance

Welcome

Your Motor Breakdown insurance is provided by ARAG plc and is administered by Call Assist. Call Assist is the largest truly independent Motor Breakdown provider in the UK, You can therefore be assured You are in safe hands should Your Vehicle suffer a Breakdown. We provide a 24 hour, 365 day a year service through Our network of Recovery Operators throughout the UK and Europe.

Statement of Demands and Needs

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

Service Provider

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

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

What to do if You Breakdown

If Your Vehicle breaks down please call Our 24 hour Control Centre on:

0330 303 1345

If You are unable to make a connection, please contact Us on 01206 714788

All use of this service is available for the covered Member and their Partner only. Any claim will be validated with the Cumbria Police Group Insurance Trust with costs for any claims from non-eligible persons being the responsibility of the claimant.

Please have the following information ready to give to Our Rescue Co-ordinator who will use this to validate Your policy: -

- Your return telephone number with area code
- The collar number of the covered Member
- The name of the covered Member
- Your Home Address including postcode
- Your Vehicle registration
- The precise location of Your Vehicle (or as accurate as You are able in the circumstances)

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 but remain with or nearby Your Vehicle until the Recovery Operator arrives. Once the Recovery Operator arrives at the scene please be guided by their safety advice.

If You are broken down on a motorway and have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the Emergency Services of Our telephone number, they will then contact Us to arrange assistance. If the Police or Highways Agency are present at the scene please advise them that You have contacted Us or give them Our telephone number to call Us on Your behalf.

Privacy Statement

This is a summary of how, we on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

This insurer's full privacy notice may be found at the following link: www.hdi-speciality.com/int/en/legals/privacy

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation.

Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

Definitions

Certain words in this policy have a special meaning and these words are defined below. To help make this policy easy to understand, wherever they appear in the policy **We** have highlighted them in bold.

Accident

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

Breakdown

An electrical or mechanical failure, flat tyre, lack of fuel, misfuel, **Accident**, theft, vandalism or fire to the **Vehicle**, which immediately renders the **Vehicle** immobilised.

Callout

The deployment of a **Recovery Operator** to **Your Vehicle**.

Home Address

The last known address recorded by the Federation Office where **You** reside.

Home Assist

Assistance within a one mile radius of **Your Home Address**.

Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Member

All eligible individuals who are **Members** of the Federation at the time at which the insured event occurs and who have paid the relevant subscription.

Partner

The **Partner** cohabiting with the covered **Member** at the time of the incident.

Passengers

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

Period of Insurance

The **Duration** of this policy will be dependent on **Your** continued membership to the Cumbria Police Group Insurance Trust and this cover remaining part of **Your** Group Insurance Scheme.

Recovery Operator

The independent technician **We** appoint to attend **Your Breakdown**.

Rescue Co-ordinator

The telephone Operator employed by **Us**.

Specialist Equipment

Non-standard apparatus or recovery **Vehicles** which in the opinion of the **Recovery Operator** are required to recover the **Vehicle**. **Specialist Equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

Suitable Garage

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

Territorial Limits (UK)

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

Us, We, Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

Vehicle

The car, motorcycle, campervan, motorhome (including domestic vans up to 3.5 tonnes), or car-derived van which **You** are travelling in/on at the time of the **Breakdown** including any towed caravan or trailer of a proprietary make which is fitted with a standard towing hitch and doesn't exceed 7 metres/23 feet (not including the length of the A- frame and hitch).

You, Your

The covered **Member** of the Cumbria Police Group Insurance Trust Scheme and their **Partner**

Your Cover

If a **Vehicle** in which **You** are travelling suffers a **Breakdown**, assistance will be provided. **We** will provide cover as detailed below for any **Breakdown** in accordance with the policy wording. Cover will apply during the **Period of Insurance** and within the **Territorial Limits**.

Indigo Cover – UK

The following service is provided with **Your** level of cover:

Roadside Assistance & Recovery

We will send help to the scene of the **Breakdown** within the **Territorial Limits (UK)** and arrange to 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: -

Either;

- Arrange and pay for **Your Vehicle**, **You** and up to 6 **Passengers** to be recovered to the nearest **Suitable Garage** which is able to undertake the repair.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **We** will arrange for **Your Vehicle**, **You** and up to 6 **Passengers** to be transported to **Your Home Address**, or if **You** would prefer and it is closer, **Your** original destination within the **Territorial Limits (UK)**.

The recovery must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges.

If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Co-ordinator** 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.

Home Assist

We will send help to **Your Home Address** or within a one-mile radius of **Your Home Address** in the event **Your Vehicle** suffers a **Breakdown**.

If, in the opinion of the **Recovery Operator**, they are unable to repair **Your Vehicle** at the roadside, **We** will arrange and pay for **Your Vehicle**, **You** and up to 6 **Passengers** to be recovered to the nearest **Suitable Garage** which is able to undertake the repair.

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

If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Co-ordinator** 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.

Alternative Travel*

We will pay up to £250 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 £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired **Vehicle**.

Emergency Overnight Accommodation*

We will pay a maximum of £150 for a lone traveler or £75 per person for one night of overnight accommodation including breakfast for **You** and up to 6 **Passengers**. The maximum payment per incident is £500.

*Emergency Overnight Accommodation and Alternative Transport benefits are available under the following conditions:

- 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**

These 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 Co-ordinator**. 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/receipt.

Keys

If **You** lose, break, or lock **Your** keys within **Your Vehicle**, **We** will pay the **Callout** and mileage charges back to the **Recovery Operator's** base or **Your Home Address** if closer. All other costs incurred, including any **Specialist Equipment** needed to move the **Vehicle**, will be at **Your** expense.

Misfuel Assist

In the event **You** fill **Your Vehicle's** fuel tank with the incorrect type of fuel, **We** will arrange and pay up to £250 (inclusive of VAT) for a **Recovery Operator** to either recover **Your Vehicle**, **You**, and up to 6 **Passengers** to their base where a drain and flush to **Your Vehicle's** fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 claim limit, **We** will also provide 10 litres of correct fuel to allow **You** to continue **Your** journey.

Occasionally misfuelling a **Vehicle** can cause extensive damage which a fuel drain and flush will not rectify. **We** cannot accept liability for any damage caused to **Your Vehicle** but if **You** would prefer for the fuel drain and flush to be conducted by **Your** preferred repairer, **We** will arrange and pay for a **Recovery Operator** to recover **Your Vehicle**, **You**, and up to 6 **Passengers** to a repairer of **Your** choice within 20 miles of the scene of the **Breakdown**. Subject to the prior authorisation of Our **Rescue Co-ordinator** **We** will also reimburse up to £250 (inclusive of VAT) towards the cost of a fuel drain and flush, only when **We** have received copies of valid receipts.

Message Service

If **You** require, **We** will pass on two messages to **Your** home or place of work to let them know of **Your** predicament and ease **Your** worry.

Driver Illness / Injury

If **You** are unable to continue **Your** journey within the **Territorial Limits (UK)** due to illness or injury (a medical certificate will be required) during the **Period of Insurance**, provided none of **Your Passengers** are able to drive, **We** will provide an alternative driver to return the **Vehicle** to **Your** nominated destination within the **Territorial Limits (UK)**.

General Notes

Governing Law

English Law governs this insurance.

Language

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

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.

Suitable 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**.

Exclusions

Applying to all sections unless otherwise stated

1. Service where glass or windscreens have been damaged or broken.
2. **Vehicles** that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and **Your** safety is compromised.
3. **Breakdowns** caused by failure to maintain the **Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
4. Any request for service if the **Vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where the **Vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
5. Overloading of the **Vehicle** or carrying more **Passengers** than it is designed to carry.
6. 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**.
7. 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**.
8. **Breakdowns** occurring to any **Vehicle** **You** are not travelling in.
9. 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.
10. Minibuses and **Vehicles** used for a commercial purpose, horseboxes, or limousines.
11. Any claims relating to **Vehicles** exceeding 3,500 kg (3.5 tonnes) gross **Vehicle** weight.
12. Assistance if the **Vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
13. The cost of any parts, components or materials used to repair the **Vehicle**.
14. Repair and labour costs other than half an hour roadside labour at the scene.
15. The use of **Specialist Equipment** occasionally required because the **Vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
16. Storage charges.
17. Any **Breakdown** that occurred before **You** were provided with this cover.
18. More than six **Callouts** in any twelve month period.
19. Claims totaling more than £15,000 in any twelve month period.
20. Any costs or expenses not authorised by **Our Rescue Co-ordinators**.
21. The cost of food (other than breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
22. Claims not notified and authorised prior to expenses being incurred.
23. The charges of any other company (including Police recovery) other than the **Recovery Operator**, a car hire agency or accommodation charges which have been authorised by **Us**.
24. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
25. Any cost that would have been incurred if no claim had arisen.
26. Any false or fraudulent claims.
27. The cost of alternative transport other than to **Your** destination and a return trip to collect **Your** repaired **Vehicle**.
28. The cost of fuel, oil or insurance for a hire **Vehicle**.
29. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **Breakdown** within the same working day.
30. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.
31. Any damage or loss to **Your Vehicle** or its contents and any injury to **You** or any third party caused by **Us** or the **Recovery Operator**. It is **Your** responsibility to ensure personal possessions are removed from the **Vehicle** prior to **Your Vehicle** being recovered.
32. **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**.
33. Failure to comply with requests by **Us** or the **Recovery Operator** concerning the assistance being provided.
34. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
35. Fines and penalties imposed by courts.
36. Any cost recoverable under any other insurance policy that **You** may have.
37. Any cover which is not specifically detailed within this policy.
38. Electronic Data
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
39. Radiation
Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
40. Terrorism
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
41. War
42. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

General Conditions

Applying to all sections

1. **You** must remain with or nearby the **Vehicle** until help arrives.
2. 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** breaks down again within 12 hours, **You** will be charged for the second and any subsequent **Callouts**.
3. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
4. **We** have the right to refuse to provide the service if **You** or **Your Passengers** are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to Our **Rescue Co-ordinators** or the **Recovery Operator**.
5. **Your Vehicle** must be registered to and ordinarily kept at an address within the **Territorial Limits (UK)**.
6. **Vehicles** must be located within the **Territorial Limits (UK)** when cover commences.
7. **We** can request proof of outbound and inbound travel dates.
8. 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.
9. **We** will only pay ferry and toll fees within the confines of the United Kingdom of Great Britain and Northern Ireland.
10. **We** must be advised immediately at the time of contacting **Us** for assistance, if **Your Vehicle** is fitted with alloy wheels. If **We** are not advised and **We** are unable to provide the service promptly or efficiently through the agent who will be assisting **You**, **You** will be charged for any additional costs incurred.
11. If **We** are able to repair **Your Vehicle** at the roadside, **You** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
12. The repair must be carried out if the **Vehicle** is recovered to a **Suitable Garage** and the **Suitable Garage** can repair the **Vehicle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **You** do not have funds available, any further service related to the claim will be denied.
13. **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **You** do not have funds available, any further service related to the claim will be denied.
14. In the event **You** use the service and the claim is subsequently found not to be covered by the policy, **We** reserve the right to reclaim any monies from **You** in order to pay for the uninsured service.
15. **We** may decline service if **You** have an outstanding debt with **Us**.
16. If **You** have a right of action against a third party, **You** shall co-operate with **Us** to recover any costs incurred by **Us**. If **You** are covered by any other insurance policy for any costs incurred by **Us**, **You** will need to claim these costs and reimburse **Us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
17. **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**.
18. The transportation of livestock (including dogs) will be at the discretion of the **Recovery Operator**. **We** will endeavour to help arrange alternative transport but **You** will need to pay for this service immediately by credit or debit card.
19. 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.
20. The policy is not transferable.
21. If, in **Our** opinion, the **Vehicle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **We** may terminate **Your** cover immediately notifying **You**, by letter to **Your Home Address**, of what action **We** have taken.
22. 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.

Should **You** wish to contact **Us**, **We** can be contacted by:

- Mail: Customer Services, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX
- Email: enquiries@call-assist.co.uk
- Facsimile: 01206 364268

Our Promise To You

We aim to provide a high standard of service. Please telephone **Us** if **You** feel **We** have not achieved this and **We** will do **Our** best to rectify the problem immediately.

Complaints Procedure

Any complaint **You** have regarding **Your** policy should be addressed to the policy administrator:

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

We promise to:

- acknowledge **Your** complaint within five working days of receiving it;
- have **Your** complaint reviewed by a senior member of staff;
- tell **You** the name of the person managing **Your** complaint when **We** send **Our** acknowledgement letter; and
- respond to **Your** complaint within 20 working days. If this is not possible for any reason, **We** will write to **You** to let **You** know when **We** will contact **You** again.

If it is not possible to reach an agreement **you** have the right to make an appeal to the Financial Ombudsman Service. **You** can ask The Financial Ombudsman Service to review **Your** case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision.

The Financial Ombudsman Service can be contacted at the following address:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Or by telephoning: 0300 123 9123.

Call Recording

To help **Us** provide a quality service, **Your** telephone calls may be recorded.

Indigo *Roadside / Nationwide Recovery / Home Assist*

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).