



Car Insurance

# Complete Breakdown Rescue Policy

**Cornhill**  
Direct

PLEASE KEEP YOUR POLICY IN A SAFE PLACE



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# Important information

Thank you for taking out Cornhill Direct Complete Breakdown Rescue insurance with us.

Your policy schedule shows the sections of the policy you have chosen, the vehicle that is covered and any special terms or conditions that may apply.

It is very important that you read the whole of this policy before you travel and make sure you understand exactly what is and is not covered and what to do if you need to claim.

If you need to contact us, you should call Cornhill Direct Breakdown Rescue on 0800 777 161 Textphone 020 8666 9562 or write to Mondial House, 102 George Street, Croydon CR9 1AJ.

## Insurer

Your Cornhill Direct Breakdown Rescue insurance is underwritten by Mondial Assistance Europe N.V. and administered in the UK by Mondial Assistance (UK) Limited.

## How your policy works

Your policy and policy schedule is a contract between **you** and **us**. **We** will pay for any claim **you** make which is covered by this policy and happens during the **period of insurance**. Unless specifically mentioned the benefits and exclusions within each section, apply to each **person insured**. Your policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the heading 'Definition of words'. These words have been highlighted by the use of bold print throughout the policy document.

## Telling us about relevant facts

Before **you** travel **you** must tell **us** about anything that may affect **your** cover. If **you** are not sure whether something is relevant, **you** must tell **us** anyway. **You** should keep a record of any extra information **you** give **us**. If **you** do not tell **us** about something that may be relevant, **your** cover may be refused and **we** may not cover any related claims.

## Cancellation rights

If **you** cover does not meet your requirements, please notify **us** within 14 days of receiving **your** policy schedule and return all **your** documents for a refund of **your** premium.

**You** can contact Cornhill Direct Breakdown Rescue by phoning **0800 777 161** Textphone **020 8666 9562** or writing to **us** at Mondial House, 102 George Street, Croydon CR9 1AJ.

If during this 14 day period **you** have asked **us** to perform or provide the services given under this policy, then **we** are entitled to recover all costs that **you** have used for the service provided, if **you** still decide to cancel within the 14 day period.

Please note that **your** cancellation rights are no longer valid after this initial 14 day period.

## Data protection

Information about **your** policy may be shared between Allianz Insurance plc, Mondial Assistance (UK) Limited and Mondial Assistance Europe N.V. for underwriting and administration purposes.

**You** should understand that the sensitive health and other information **you** provide will be used by **us**, **our** representatives, the **insurer**, other insurers and industry governing bodies and regulators to process **your** insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). **We** have taken steps to ensure **your** information is held securely.

**Your** information will not be shared with third parties for marketing purposes. **You** have the right to access **your** personal records.

## Financial Services Compensation Scheme (FSCS)

For **you** added protection, the **insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover for policies purchased on or before the 31st December 2009 is limited up to 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Policies purchased after this date will be covered for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number **020 7892 7300**, or by visiting their website at **[www.fscs.org.uk](http://www.fscs.org.uk)**.

## Governing law

Unless **you** and **we** agreed otherwise, English law will apply and all communications and documentation in relation to this insurance will be in English. In the event of a dispute hereunder, the English courts shall have exclusive jurisdiction.

No term of this insurance agreement is to be enforceable by any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

**Your** statutory rights are not affected in any way by this insurance policy.

## Contracts (Rights of Third Parties) Act 1999

**We**, the **insurer** and **you** do not intend any term of this contract to be enforceable pursuant to the Contract (Rights of Third Parties) Act 1999.

## Renewal of your insurance cover

Allianz Insurance plc will send **you** a renewal notice prior to the expiry of the **period of insurance** as shown on **your** policy schedule at the same time as the renewal notice for **your** vehicle insurance renewal.

The terms of **your** cover and the premium rates may be varied by **us** at the renewal date. Allianz Insurance plc will give **you** at least 21 days written notice before the renewal date should this happen.

At renewal **you** must tell **Allianz Insurance Plc** about relevant facts as this may affect the cover provided. If **you** do not do this, it may invalidate **your** insurance.

# The meaning of words

Throughout this policy and policy schedule, the words and phrases listed below have the meanings given next to them and are printed in bold.

## Appointed adviser

Any solicitor or appropriately qualified person, firm or company, including **us**, appointed to act for **you**, according to the terms of this policy.

## Area of cover

### UK or Europe

#### Breakdown

Electrical or mechanical breakdown, accident, damage or destruction by fire, vandalism, theft or attempted theft, loss or breakage of keys, lack of fuel, flat tyre or flat battery which means the **insured vehicle** cannot be moved.

## Europe

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

## Home

The place **you** usually live in the **UK**.

## Insured event

**Your** defence if **you** are prosecuted for a motoring offence committed, or alleged to have been committed, by **you** arising solely in connection with the use of the **insured vehicle**.

## Insured vehicle

The vehicle shown on **your** policy schedule which must be:

- A car, motorcycle over 150cc, motorised caravan, minibus, light van, estate car or 4x4 sport utility vehicle registered in the **UK**, including any caravan or trailer attached which is no more than 6.42 metres long including tow bar.
- Not more than 3,500kg in weight (including load), 5.5 metres long, 3 metres high and 2.3 metres wide.
- Not carrying more than the recommended number of passengers.
- Kept in a safe and roadworthy condition and serviced in accordance with the manufacturers specifications.

## Insurer

Mondial Assistance Europe N.V.

## Legal action

Work carried out to support a claim that **we** have agreed to. This includes settlement negotiations, hearings in a civil court, arbitration and any appeals resulting from such hearings other than an application by **you**:

- to the European Court of Justice, European Court of Human Rights or similar International body; or
- to enforce a judgement or legally binding decision.

## Legal costs

Fees, costs and expenses (including Value Added Tax or the equivalent local goods and services tax) which **we** agree to pay for **you** in connection with **legal action**. Also, any costs which **you** are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs **we** agree to pay.

## Period of insurance

The cover runs according to the dates shown on **your** policy schedule.

## Person(s) insured, you, your

The **policy holder** or any person who at the time of the breakdown is driving or a passenger in the **insured vehicle** and is not a hitch hiker.

## Policy holder

The person shown as the insured on **your** policy schedule.

## Resident

A person who has their main **home** in the **UK** and who has not spent more than six months abroad during the year before the policy was issued.

## United Kingdom, UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## We, our, us

Mondial Assistance (UK) Limited which administers the insurance on behalf of the **insurer**.

# 24-hour vehicle rescue service

Please tell us as quickly as possible about any motor breakdown.

You can phone 24 hours a day 365 days a year. Use the appropriate international dialling code when calling from abroad:

From within the UK

phone **0800 777 161**

textphone **020 8666 9562**

From outside the UK

phone **+44 20 8603 9546**

textphone **+44 20 8666 9562**

Please tell us where you are, your policy schedule number and say that you are covered with Cornhill Direct Breakdown Rescue insurance.

Whilst every effort will be made to provide the assistance services detailed in this policy, there may be occasions where due to circumstances beyond our control or due to the location of the breakdown, certain services may not be available.

## Auto route restrictions

If assistance is required on a French auto route and certain motorways in some other European countries, you must use the Official SOS Boxes at the side of the road in order to arrange initial recovery. You will be connected to the authorised motorway assistance service, because the roads are privatised and we are prevented from assisting on them. You should call us at the earliest opportunity so that we can arrange for the most appropriate assistance once the insured vehicle has been recovered from the auto route. Any costs incurred for recovery from the motorway can be claimed back from us.

# Making a claim

For all motor **breakdown** claims please call **us** from within the **UK** on **0800 777 161** text phone

**020 8666 9562** from outside the **UK**

**+44 20 8603 9461** text phone

**+44 20 8666 9562** as quickly as possible.

For all Legal defence claims please contact us from within the **UK** on

**020 8603 9804** text phone

**020 8666 9562** from outside the **UK**

**+44 20 8603 9804** text phone

**+44 20 8666 9562** and ask for a claim form.

**You** should fill in the claim form and send it to **us** as soon as possible with all the information and documents **we** ask for. **You** must send original documents as proof of what **you** have paid. **We** do not accept photocopies.

**You** can also write to: Cornhill Direct Vehicle Rescue, Motor Operations Department, 102 George Street, Croydon CR9 1AJ.

Please supply **us** with **your** name, address and policy schedule number.

**You** will need to obtain some information about **your** claim while **you** are away. Below is a list of the documents **we** will need in order to deal with **your** claim.

## For all claims

- If **you** need motor breakdown assistance or Legal defence ensure **you** call the numbers opposite immediately to get **our** prior agreement of costs.
- Original receipts and account for any expenses **you** have to pay.
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance **you** may have that may cover the same loss
- As much evidence as possible to support **your** claim.
- The current MOT certificate for the **insured vehicle**.

## Legal defence

- Detailed account of the circumstances surrounding the event (including, photographs and video evidence if this applies) within 90 days of the event causing **your** claim.
- Any writ, summons or other correspondence received from any third party. Please note that **you** should not reply to any correspondence from a third party without **our** written consent.
- Full details of any witnesses, providing written statements where available.

# Making a complaint

**We** aim to provide **you** with a first class policy and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

In the first instance, please contact:

The Quality Standards Manager,  
Mondial Assistance (UK) Limited,  
Mondial House,  
102 George Street,  
Croydon  
CR9 1AJ.

Please supply **us** with **your** name, address, policy number / vehicle registration and claim number where applicable and enclose copies of relevant correspondence as this will help **us** to deal with **your** complaint, in the shortest possible time.

If **you** are not satisfied with **our** final response **you** can refer the matter to the Financial Ombudsman Service.

# General exclusions

- 1 **We** will not cover **you** for any loss, injury, damage, illness, death or legal liability caused by the following.
  - a War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'état, terrorism, weapons of mass destruction.
  - b **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials (except where cover is given under European Rescue Cover - Section 9).
  - c Any claim arising from a relevant fact that **you** knew about before **you** travelled, unless **we** agreed to it in writing.
  - d Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
  - e Any currency exchange rate changes.
  - f The failure or fear of failure or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.
- 2 Any loss caused as a direct or indirect result of anything **you** are claiming for (unless it says differently in the policy).
- 3 **We** will not provide cover for any goods, services, advice or arrangements supplied, given or made by **us**, any **insurer** providing cover which forms part of this policy, or any agent acting for them.

This does not affect **your** legal rights.
- 4 **We** will not pay for anything caused by the **insured vehicle** being used for:
  - a carrying goods or materials;
  - b hire or reward; or
  - c motor racing, rallies, competition, off road motoring, speed or other tests.
- 5 **We** will not pay for anything caused by **you**:
  - a causing damage or injury on purpose;
  - b breaking the law;
  - c deliberately putting yourself at risk (unless **you** were trying to save another person's life);
  - d being under the influence of alcohol or drugs (other than those prescribed by a registered doctor but not when prescribed for the treatment of drug addiction); or
  - e not following the laws of the country or the local authorities.

# Conditions

We will act in good faith in all **our** dealings with **you**.

We will only pay your claim if you meet the following conditions.

- 1 **You** are a **resident** of the **UK**.
- 2 **You** take reasonable care to protect **your insured vehicle** against **breakdown** or theft and yourself and **your** property against accident, injury, loss and damage.
- 3 **You** have a valid policy schedule.
- 4 **You** write to **us** as soon as possible with full details of anything which may result in a claim.
- 5 **You** send **us** every writ, summons or other communication to do with a claim as soon as **you** get it.
- 6 **You** give **us** all the information and documents **we** need (including details of **your** household or motor insurance and other information asked for under the 'Making a claim' section). **You** must do this at **your** own expense.
- 7 **You** do not admit liability or offer to pay any claim unless **you** have **our** written permission.
- 8 **You** accept that no alterations to the terms and conditions of the policy apply unless **we** confirm them in writing to **you**.
- 9 **You** must contact Cornhill Direct Breakdown Rescue Service at the time the **insured vehicle** has a **breakdown** or it is stolen. **We** will not provide cover for costs that **we** have not authorised or which have not been carried out according to **our** instructions.
- 10 **You** must do everything necessary to get the repairs to the **insured vehicle** carried out quickly.
- 11 **You** must not abandon the **insured vehicle** or any parts to be dealt with by **us**.
- 12 **You** must tell the police, as soon as reasonably possible but within 24 hours, of loss or damage caused by theft. (**You** also have to tell the police in certain circumstances if **you** are involved in a road accident.)

### We have the right to do the following.

- 1 Cancel the policy and make no payment if **you** make a fraudulent claim.
- 2 Cancel the policy and make no payment if the appropriate premium is not paid to **us**.
- 3 Take over and deal with, in **your** name, any claim **you** make under this policy.
- 4 Take **legal action** in **your** name (but at **our** expense) to recover any payment **we** have made under this policy.
- 5 Only refund or transfer **your** premium, if **you** decide that the policy does not meet **your** needs and **you** have contacted **us** within 14 days from the date **you** receive **your** policy schedule. **We** are entitled to recover all costs that **you** have asked **us** to perform or provide the services given under this policy.
- 6 Not to provide help if the **insured vehicle**:
  - has a recurring electrical or mechanical fault;
  - has not been serviced to the recommended guidelines;
  - has not been kept in a safe and roadworthy condition.
- 7 Decide on the best way of dealing with **your** call for help. **We** will take account of **your** own wishes whenever possible as well as the conditions and rules in force in the country where **you** need help.
- 8 Not pay for any event which is covered by another insurance policy or any motoring organisation's service.

# UK rescue cover

## Home and roadside assistance - Section 1

### What each insured vehicle is covered for

Following a **breakdown** of the **insured vehicle** during the **period of insurance we** will:

- arrange assistance at **your home** or the roadside;
- pay for the first 30 minutes labour charge at the roadside, which are necessary to make the vehicle mobile.

#### Note

If **we** have to make a forced entry into the **insured vehicle**, **you** will need to sign a declaration to confirm **you** will be responsible for the damage.

### What each insured vehicle is not covered for

Any repairs to the **insured vehicle** that are not described in this section.

Any **insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.

Any **insured vehicle** which has electrical or mechanical faults which keep happening.

Any help or payment if **we** cannot reasonably get to **your insured vehicle** because of bad weather such as floods, snow or high winds or because the **insured vehicle** is stuck in sand, mud water or snow.

The cost of essential spare parts.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Recovering the insured vehicle - Section 2

## What each insured vehicle is covered for

If the **insured vehicle** cannot be repaired following a **breakdown** during the **period of insurance we** will help arrange and pay for the **insured vehicle** and up to six **persons insured** to be recovered to:

- a suitable repairer within 10 miles of either the location of the **breakdown**, **your home**, or **your** intended destination;
- **your home**; or
- **your** intended destination.

## What each insured vehicle is not covered for

Any **insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.

Any **insured vehicle** which has electrical or mechanical faults which keep happening.

Any help or payment if **we** cannot reasonably get to **your insured vehicle** because of bad weather such as floods, snow or high winds or because the **insured vehicle** is stuck in sand, mud water or snow.

The cost of essential spare parts.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

## Storage of the insured vehicle - Section 3

### What each insured vehicle is covered for

We will help arrange and pay up to **£100** for the costs to store the **insured vehicle** after **we** have recovered it.

### What each insured vehicle is not covered for

Any **insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.

Any **insured vehicle** which has electrical or mechanical faults which keep happening.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

## Replacement driver - Section 4

### What each insured vehicle is covered for

We will help arrange and pay for a replacement driver to take the **insured vehicle** and up to six **persons** insured to **your home**.

We will provide this cover if there is no suitable person to drive the **insured vehicle** because of death, serious injury or serious illness during the **period of insurance**.

### What each insured vehicle is not covered for

Costs if medical evidence of death, injury or illness was not given to **us** before the arrangements were made.

Any transport not arranged by **us**. (Normally **we** provide a qualified driver to drive the **insured vehicle**.)

Costs **you** would normally have paid, if there was a qualified driver.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Glass damage to the insured vehicle - Section 5

## What each insured vehicle is covered for

We will help arrange for a suitable supplier to come out to the **insured vehicle** to replace any broken glass. **You** will be responsible for the cost of the work they do.

## What each insured vehicle is not covered for

The cost of any work carried out.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Message relay - Section 6

## What each insured vehicle is covered for

At **your** request, **we** will relay up to three messages to **your** relatives, friends or business associates, to advise of **your** delay following the **breakdown** of the **insured vehicle** during the **period of insurance**.

## What each insured vehicle is not covered for

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# European rescue cover

## Roadside assistance - Section 1

### What each insured vehicle is covered for

Following a **breakdown** of the **insured vehicle** during the **period of insurance we** will:

- arrange assistance at the roadside;;
- pay for the first 30 minutes labour charge at the roadside, which are necessary to make the vehicle mobile.

#### Note

If **we** have to make a forced entry into the **insured vehicle**, **you** will need to sign a declaration to confirm **you** will be responsible for the damage.

### What each insured vehicle is not covered for

Any repairs to the **insured vehicle** that are not described in this section.

Any **insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.

Any **insured vehicle** which has electrical or mechanical faults which keep happening.

Any help or payment if **we** cannot reasonably get to **your insured vehicle** because of bad weather such as floods, snow or high winds or because the **insured vehicle** is stuck in sand, mud water or snow.

The cost of essential spare parts.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Recovering the insured vehicle - Section 2

## What each insured vehicle is covered for

If the **insured vehicle** cannot be repaired following a **breakdown** during the **period of insurance we** will help arrange and pay for the **insured vehicle** to be recovered the nearest suitable repairer.

## What each insured vehicle is not covered for

Any **insured vehicle** which has not been serviced to the manufacturer's recommendations and kept in a safe and roadworthy condition.

Any **insured vehicle** which has electrical or mechanical faults which keep happening.

Any help or payment if **we** cannot reasonably get to **your insured vehicle** because of bad weather such as floods, snow or high winds or because the **insured vehicle** is stuck in sand, mud water or snow.

The cost of essential spare parts.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Message relay - Section 3

## What each insured vehicle is covered for

At **your** request, **we** will relay up to three messages to **your** relatives, friends or business associates, to advise of **your** delay following the **breakdown** of the **insured vehicle** during the **period of insurance**.

## What each insured vehicle is not covered for

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Continuing your journey - Section 4

## What each insured vehicle is covered for

We will help arrange and pay for one of the following if, having been recovered by us, it will take longer than eight hours to repair the **insured vehicle**:

### Extra accommodation

Up to **£45** per **person insured** per night, for extra accommodation to stay in the location where the **insured vehicle** was recovered, until the repairs have been done.

### Replacement vehicle

Up to **£750** in total for the costs of hiring a replacement vehicle to allow **you** to continue **your journey** and return to collect the **insured vehicle**, once the repairs have been done.

### Additional transport costs

Up to **£750** in total for the costs of transporting up to six **persons insured** and their personal possessions to their **journey** destination in **Europe** and return to collect the **insured vehicle**, once the repairs have been done.

#### Note

- We will try to provide a vehicle of similar size to the **insured vehicle**, subject to availability. Unfortunately motorcycles, motor caravans, minibuses, towbars, caravans and trailers cannot be provided.
- If **you** have a replacement vehicle, **you** must meet the requirements of the car hire company. For example, these could include **your** age, putting down cash or credit card deposits and having a clean relevant driving licence.

## What each insured vehicle is not covered for

Any costs incurred after the **insured vehicle** has been repaired and is available to be driven.

Any sundry expenses resulting from an incident claimed for under this section. For example telephone or mobile phone calls, faxes, food and drink.

### Under Extra accommodation

More than five nights accommodation cost.  
More than one meal per **person insured** per day.

The cost of alcoholic beverages.

### Under Replacement vehicle

The cost of any personal accident insurance.  
The cost of any fuel or oil used.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Spare parts delivered for essential repairs - Section 5

## What each insured vehicle is covered for

We will help arrange and pay reasonable costs to send the spare parts, including keys that are lost or stolen, to a specialist repairer, if the **insured vehicle** has a **breakdown** in Europe and the parts that are needed to repair the **insured vehicle** are not available locally.

## What each insured vehicle is not covered for

The cost of repairs to the **insured vehicle**.

The cost of the essential spare parts.

The cost of sending spare parts if:

- **we** have not arranged to take the **insured vehicle** to a specialist repairer;
- they are no longer made;
- they can no longer be bought from a wholesaler or agent;
- they cannot be exported to the country where the **breakdown** occurs.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Getting the insured vehicle back from Europe - Section 6

## What each insured vehicle is covered for

We will help arrange and pay for the following if:

- the **insured vehicle** cannot be repaired before **you** are due to return to the **UK**;
- the **insured vehicle** is stolen and is not recovered before **you** are due to return to the **UK**; or
- the **insured vehicle** cannot be repaired locally.

## Vehicle storage

Up to **£100** in total for the cost of storing the **insured vehicle** before and after the repair has been done, until it can be collected or returned to the **UK**.

## Vehicle collection

Up to **£600** in total for reasonable transport and accommodation costs for one person to travel from the **UK** to collect the **insured vehicle** and bring it back to **your home**.

## Vehicle return

Up to the **insured vehicle's** market value in the **UK** in total for costs in returning the **insured vehicle** back to **your home** or to a repairer in the **UK**.

## What each insured vehicle is not covered for

Any **breakdown** within the **United Kingdom**.

## Under Vehicle collection

Transport and accommodation costs that are higher than Standard class.

Collecting the **insured vehicle** if it is not legally or mechanically safe to drive.

The cost of insurance to cover collecting the **insured vehicle**.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Getting you back from Europe - Section 7

## What each insured vehicle is covered for

We will help arrange and pay reasonable costs for the costs of transporting up to six **persons insured** and their personal possessions to **your home** if:

- the **insured vehicle** cannot be repaired before **you** are due to return to the **UK**;
- the **insured vehicle** is stolen and is not recovered before **you** are due to return to the **UK**; or
- the **insured vehicle** cannot be repaired locally.

### Note

If **we** have to make a forced entry into the **insured vehicle**, **you** will need to sign a declaration to confirm **you** will be responsible for the damage.

## What each insured vehicle is not covered for

Any costs incurred after the **insured vehicle** has been repaired and is available to be driven.

Any sundry expenses resulting from an incident claimed for under this section. For example telephone or mobile phone calls, faxes, food and drink.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Replacement driver - Section 8

## What each insured vehicle is covered for

We will help arrange and pay for the following if there is no suitable person to drive the **insured vehicle** because of death, serious injury or serious illness during the **period of insurance**

### Transporting home

The reasonable extra costs of transporting the **insured vehicle**, up to six **persons insured** and their personal possessions to **your home**.

### Extra accommodation

Up to **£45** per **person insured** per night, for extra accommodation to stay in the location of the **insured vehicle**, until it can be transported to **your home**.

## What each insured vehicle is not covered for

Costs if medical evidence of death, injury or illness was not given to **us** before the arrangements were made.

Costs that **you** would normally have paid, if there was a qualified driver.

### Under Transporting home

Any transport not arranged by **us**. (Normally **we** provide a qualified driver to drive the **insured vehicle**.)

### Under Extra accommodation

Any costs incurred after the **insured vehicle** can be transported.

Any more than five nights accommodation cost.

Accommodation cost for any more than six **persons insured**.

More than one meal per **person insured** per day.

The cost of alcoholic beverages.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Customs duty cover - Section 9

## What each insured vehicle is covered for

We will help arrange and pay for the following:

### Vehicle disposal

We will help deal with the Customs requirements to dispose of the **insured vehicle** if it has a breakdown or is stolen outside the **UK** during **period of insurance** and it is beyond economical repair.

### Duty costs

We will pay up to **£500** in total for the duty cost you have to pay because **you** unintentionally fail to:

- take the **insured vehicle** permanently out of a country in **Europe** within the set time after it is imported; or
- follow the import conditions which allow **your insured vehicle** to be imported from **Europe** for a set time without paying duty.

## What each insured vehicle is not covered for

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Legal defence - Section 10

What each insured person is covered for

## Legal costs

We will pay up to **£10,000** for **legal costs** for **legal action** if an **insured event** occurs in **Europe** during the **period of insurance**.

## Judicial Hearing

If it is necessary for **you** to attend a judicial hearing for an offence, or alleged offence, covered under this policy, **we** will pay for reasonable travel costs (but not board and lodging) for **you** to attend such a hearing up to:

- **£10,000** but not more than **£20,000** in total for all **persons insured**, in **Europe**.

## What each insured vehicle is not covered for

Any claim:

- not reported to **us** within 90 days after the event giving rise to the claim;
- for Uninsured Loss Recovery
- where another **insurer** or service provider has refused **your** claim or where there is a shortfall in the cover they provide;
- where **you** have been charged with solvent abuse, alcohol or drugs related offences or dangerous driving;
- arising from parking or fixed penalty offences committed, or alleged to have been committed, by **you**;
- for an **insured event** occurring while the **insured vehicle** is being:
  - used for any purpose not permitted by the effective Certificate of Motor Insurance;

# Legal defence - Section 10 (continued)

## Special conditions to this section

- **You** must conduct **your** claim in the way requested by the **appointed adviser**.
- **You** must keep **us** and the **appointed adviser** fully aware of all facts and correspondence including any claim settlement offers made to **you**.
- **We** will not be bound by any promises or undertakings which **you** give to the **appointed adviser**, or which **you** give to any person about payment of fees or expenses, without **our** consent.
- **We** can withdraw cover after **we** have agreed to the claim, if **we** think a reasonable settlement is unlikely or that the cost of the **legal action** could be more than the settlement.
- **You** must make every effort to assist **us** and your **appointed adviser** in recovering **our** outlay.

## What each insured vehicle is not covered for (continued)

- driven by any person not described in the effective Certificate of Motor Insurance as a person entitled to drive or any person not insured by this policy;
- driven by **person insured** who does not have a valid driving licence to drive the **insured vehicle** or who has been disqualified from holding or obtaining such a licence;
- against **us**, the **insurer**, another **person insured** or **our** agent;
- for an application by **you**:
  - to the European Court of Justice, European Court of Human Rights or similar international body; or
  - to enforce a judgement or legally binding decision.

## Legal costs:

- for **legal action** that **we** have not agreed to.
- incurred before **we** agreed to support the **legal action**;

## Legal defence - Section 10 (continued)

### Note

- If **you** have a replacement car from **us** while the **insured vehicle** is unavailable as a result of a **breakdown** covered by this policy it will, for the purposes of this section only, be treated as the **insured vehicle**.
- **We** will nominate an **appointed adviser** to act for **you**. If **you** and **we** cannot agree on an **appointed adviser**, the matter can be referred to an Alternative Resolution Facility.
- Where there is a dispute between **you** and **us** regarding the administration of this section the matter may be referred to any Alternative Resolution Facility such as mediation.

### What each insured vehicle is not covered for (continued)

- if **you** refuse reasonable settlement of **your** claim;
- if **you** withdraw from a claim without **our** agreement. If this occurs **legal costs** that **we** have been paid must be repaid to **us** and all **legal costs** will become **your** responsibility;
- that cannot be recovered by **us, you, or your appointed adviser** when **you** receive any compensation. Any repayment will not be more than half of the compensation **you** receive;
- awarded as a personal penalty against **you** or the **appointed adviser** (for example not complying with Court rules and protocols);
- for **legal action** in more than one country for the same **insured event**;
- for **legal action** if **your** affairs are in the hands of any insolvency practitioner.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.

# Summary of cover

## UK rescue cover

Policy section / cover	Limit (up to)
1 Home and roadside assistance	First 30 minutes labour charge
2 Recovering the insured vehicle	Unlimited
3 Storage of the insured vehicle	£100
4 Replacement driver	Unlimited
5 Glass damage to the insured vehicle	Unlimited assistance
6 Message relay	Relaying of three messages

## European rescue cover

Policy section / cover	Limit (up to)
1 Home and roadside assistance	First 30 minutes labour charge
2 Recovering the insured vehicle	Unlimited
3 Message relay	Relaying 3 messages
4 Continuing your journey (One of the following)	£45 per person - accommodation £750 - replacement vehicle £750 - transport costs
5 Spare parts delivered for the insured vehicle	Reasonable costs
6 Getting the insured vehicle back from Europe	£100 - storage costs £600 - vehicle collection UK market value - vehicle return
7 Getting you back from Europe	Reasonable costs
8 Replacement driver	Reasonable costs - transporting home £225 per person - accommodation
9 Customs Duty cover	Unlimited assistance - disposal costs £500 - Duty costs
10 Legal defence	£10,000 - legal costs £10,000 - judicial hearing



## Important telephone numbers

**0800 777 161**

Customer Helpline

**+44 20 8603 9461 (Outside UK)**

**0800 777 161 (Within UK)**

24 hour Breakdown Rescue Service

**+44 20 8603 9804 (Outside UK)**

**020 8603 9804 (Within UK)**

24 hour Legal Helpline

To improve our customer service, calls may be recorded or monitored

This policy is available in large print, audio and braille

Please contact us on

Phone **0800 777 161**

Text phone **020 8666 9562**

And we will be pleased to organise an alternative version for you.

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