

# BREAKDOWN COVER [Terms and conditions]

# Welcome to Green Flag Motoring Assistance

These are the Terms and Conditions of your Green Flag Motoring Assistance cover. Please read them carefully and keep them in a safe place.

The cover you have purchased is underwritten by Direct Line Insurance plc, and will run for 12 months or as shown on your Motoring Assistance Schedule. The Terms and Conditions of your breakdown cover contained in this booklet, the Motoring Assistance Schedule and the information you give to us form the contract between you and us. You must tell us about any changes to this information as soon as possible, if you do not it could affect your cover. In return for payment of the premium, we will provide cover for the Sections listed in your Motoring Assistance Schedule in accordance with the Terms and Conditions set out in this booklet.

You must read this booklet, your Motoring Assistance Schedule and any endorsements as one document. Any word or expression that is defined as having a particular meaning will have the same meaning wherever it appears in these documents. English Law will apply to this contract unless we both agree otherwise.

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## Important Information

### How to notify us of a breakdown

In the even of a breakdown whilst travelling within the UK, please telephone **0800 051 0636**.

If you break down whilst travelling in Europe, please call **00800 0051 0636** or **00 44 141 349 0516**.

### Your right to cancel

If this cover does not meet your requirements, please return all your documents within 14 days of receipt to the address below.

Green Flag Motoring Assistance  
Cote Lane  
Pudsey  
LEEDS  
LS28 5GF

### How to complain

Should there ever be an occasion where you need to complain, simply give us a call. If you have a complaint relating to the provision of service, please call our Customer Relations Team on **0870 024 0048**. For all other complaints, please call us on **0845 246 1558**.

If you wish to write then please address your letter as follows:

- complaints relating to the provision of service should be addressed to the Customer Support Manager, PO Box 300, Leeds LS99 3EF.

- all other complaints should be addressed to the Head of Sales and Customer Service at the address shown on your Schedule.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). The address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone 0845 080 1800.

### Details about our Regulator

Direct Line Insurance plc is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at **[www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)**, or the Financial Services Authority can be contacted on **0845 606 1234**.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at **[www.fscs.org.uk](http://www.fscs.org.uk)**

### Statement of Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs.

This product meets the demands and needs of those who wish to ensure that they have cover in the event of a breakdown.

### **Vehicle locating via mobile signal**

If you use a mobile phone to request service under your policy we may, within half an hour of your call to us, use the mobile signal to help identify the location of the immobile vehicle. We will not use the signal for any other purpose.

### **Automatic renewals**

If you have taken advantage of our automatic renewal service we will retain your payment details securely on our files so that we can take your premium at next renewal. Each year we will write to you in advance to remind you that this is happening.

## Green Flag Motoring Assistance in the UK

**The service and benefits set out in this booklet should be read in conjunction with your Motoring Assistance Schedule.**

**The cover detailed under each Section will only apply if it is shown on your current Motoring Assistance Schedule.**

## Definitions

Wherever the following words and phrases appear in this booklet and the Motoring Assistance Schedule they will always have these meanings:

**Green Flag Motoring Assistance Terms & Conditions or Terms and Conditions** – this booklet and the Motoring Assistance Schedule which together form the contract between you and us.

**Incident** – immobilisation of the vehicle as a result of breakdown, fire, theft or attempted theft, malicious damage, accidental damage (but not a road traffic accident), flat tyre, lack of fuel, flat battery, loss or breakage of vehicle keys, occurring within the UK during the Period of Cover.

**Passenger** – any person who at the time of the incident is riding in the vehicle and is not a hitch-hiker.

**Period of Cover** – the period stated on the Motoring Assistance Schedule.

**Personal Belongings** – each of your suitcases or items of luggage, their contents and items designed for you to wear or carry. This includes your valuables but does not include items of furniture, camping equipment or winter sports equipment.

**Policyholder** – the person named on the Motoring Assistance Schedule.

**United Kingdom (UK)** – Great Britain, Northern Ireland, the Isle of Man (and, for residents of the Channel Islands only, the Channel Islands).

## Definitions (continued)

**Vehicle** – any vehicle we have agreed to cover and which is shown on the Motoring Assistance Schedule or, where Personal Cover applies, any vehicle you or your spouse or partner are travelling in, provided it:

- is either; a car, light van, motorised caravan, estate car, motorcycle or 4x4 off-road vehicle, privately registered in the United Kingdom.
- carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 8 persons including the driver.
- does not exceed (including any load carried) the following gross vehicle weight and dimensions: 3,500kg in weight, 7m in length, 3m in height and 2.25m in width.
- is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable.
- is a caravan or trailer of standard make that meets The Road Vehicles (Construction and Use) Regulations 1986, is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the insured vehicle at the time of the incident. The weight of the caravan or trailer when loaded must not be more than the kerb weight of the vehicle towing it.

**We or Us or Our** – Direct Line Insurance plc and/or its agents.

**You or Your** – the Policyholder, any authorised driver and authorised passengers in the Vehicle at the time of the Incident.

## Section A – Rescue

### What is covered:

Following an incident occurring at least  $\frac{1}{4}$  mile from either the Policyholder's home address or the place where the vehicle is usually kept, we will:

- arrange for roadside assistance and, if necessary, transportation of the vehicle to either a single destination of your choice within 10 miles of the incident or to a suitable repairer in the vicinity of the incident.
- transport you and any passengers that are in the vehicle at the time of the incident to the chosen destination.
- pay the cost of providing these services, including call out and labour for a reasonable period for roadside assistance.

We will relay telephone messages to your family members, friends or business associates to advise of unforeseen travel delays.

### Please remember

All other labour charges and the cost of replacement parts and/or other materials are your responsibility.

You are responsible for instructing the garage to carry out any repairs.

If there is no suitable repairer in the vicinity an additional mileage charge may be made.

This service cannot be used if the vehicle has broken down or is unroadworthy when cover was taken out.

Recovery cannot be used as a way of avoiding repair costs.

### What is not covered:

- labour charges at any garage to which the vehicle is taken.
- the cost of any parts and/or materials used.
- the cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- the cost of, if needed, a locksmith or a bodyglass or tyre specialist.
- anything mentioned in the General Exclusions.

## Section B – Rescue Plus

### What is covered:

Following an incident occurring less than  $\frac{1}{4}$  mile from either the Policyholder's home address or where the vehicle is usually kept, you may:

- use the services detailed under Section A – Rescue.

### Please remember

This level of cover will not be effective until the day after you have arranged this cover for the first time.

## Section C – Recovery

### What is covered:

All the benefits under Section A, and, if it is apparent to us or the chosen repairer that repairs cannot be effected by the repairer by the end of the working day, we will arrange and pay for the transportation of you, the vehicle and any passengers to your choice of:

- the Policyholder's home address; or
- the original destination within the UK; or
- a suitable repairer in the vicinity of the incident, the Policyholder's home address or original destination.

If some form of medical certification can be shown and there are no passengers who can drive the vehicle, this service may also be used in the event of the driver being declared medically unfit to drive. We may choose to recover the vehicle by providing a qualified driver.

### Please remember

This level of cover will not be effective until the day after you have arranged this cover for the first time.

### What is not covered:

- recovery within  $\frac{1}{4}$  mile of either your home address or the address where the vehicle is usually kept, unless you are entitled to the services detailed under Section B – Rescue Plus.
- onward transportation following a period of hospitalisation.
- any costs where we have not been contacted at the time of the incident.
- anything mentioned in the General Exclusions.

## Section D – Recovery Plus

### What is covered:

All the benefits under Sections A, B and C and, if it is apparent to us or the chosen repairer that repairs cannot be effected by the repairer by the end of the working day; or if the vehicle has been stolen and is not recovered in a roadworthy condition the same day, and provided you have not elected to be recovered under Section C – Recovery, we will arrange and pay for your choice of:

- where available, a self-drive hire car of an equivalent level up to a maximum of 1600cc for a continuous 48 hour period whilst your car is awaiting repairs up to a maximum of £100; or
- the cost for you and any passenger to either continue the journey or return to the Policyholder's home address within the UK by our choice of alternative transport, up to a maximum of £100; or
- overnight accommodation including breakfast (excluding alcohol) for you and any passenger in a local hotel whilst awaiting repairs, provided that the incident occurs more than 25 miles from the Policyholder's home address or intended destination, up to a maximum of £150 per person or £500 per incident.

If necessary, we will also pay for one single standard class rail ticket for the Policyholder or any authorised driver to collect the vehicle following repair.

### **Motoring legal advice**

During the period of cover you may call our Legal Advice line on 0845 246 1689 for practical legal advice on any motoring legal problem.

### **Please remember**

A hire car is provided subject to you meeting the conditions of the hirer.

Any claims involving the hire of a replacement car must have our prior approval.

We cannot guarantee to provide a vehicle with a roof rack or tow bar.

This level of cover will not be effective until the day after you have arranged this cover for the first time.

### **What is not covered:**

- any costs where we have not been contacted at the time of the incident.
- car hire not authorised by us.
- car hire in the event of the vehicle requiring routine servicing, being out of use temporarily under warranty or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- the cost of fuel and oil use in any replacement car and/or any additional insurance offered by the replacement car hirers.
- anything mentioned in the General Exclusions.

## Section E – EuroPlus

### **What is covered:**

In addition to all the services and benefits supplied under sections A-D of this booklet, those detailed in the separate Green Flag Motoring Assistance in Europe section will apply.

### **Please remember**

This level of cover may only be taken where the vehicle to be covered is less than 16 years of age.

## Personal Cover

### **What is covered:**

If shown on your Motoring Assistance Schedule, the highest level of cover purchased will be extended to apply when you and/or your spouse or partner is/are driving with the owner's permission or travelling in any private eligible vehicle which is less than 16 years of age and which does not exceed the weight and size limitations as set out under the meaning of 'Vehicle' in the 'Meanings of Words' section. We reserve the right to request proof of identification before providing service under this cover. This cover is only available for incidents that occur in the UK.

## Additional Vehicles

### **What is covered:**

If shown on your Motoring Assistance Schedule, cover applies to additional specified vehicles as agreed by us that are kept at and registered to the Policyholder's address.

## No Call Out Discount

Subject to no call out being made, your renewal premium will be discounted automatically each year according to the scale effective at the time. For each call out you make, the amount of discount will be reduced by 1 year's worth. Once you have reached a maximum level of discount, you may make 1 call out in a 3 year period without the discount being affected. Each subsequent call out will reduce the discount by 1 year's worth.

# Green Flag Motoring Assistance in Europe

The cover detailed under this section will only apply if it is shown on your current Motoring Assistance Schedule.

## Definitions

In respect of this section the definition of incident on page 4 of this booklet will include the European countries listed under the Geographical Limits. In addition to those detailed in the UK section, wherever the following words and phrases appear in this section or the Motoring Assistance Schedule, they will always have these meanings:

**Certificate of Motor Insurance** – this document provides evidence that You have taken out the insurance You must have by law. It identifies who can drive the Vehicle and the purposes for which the Vehicle can be used.

**Costs** – the professional fees and expenses the solicitor reasonably and necessarily charges. It also covers Your opponent's costs which You are ordered to pay by a court and other costs We agree in writing.

**Country of Departure** – Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**Geographical Limits** – the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

**Period of Cover** – cover under Section E1 operates 7 days prior to commencement of the booked trip. All other benefits apply during each trip within the Period of Cover as shown on the Motoring Assistance Schedule, including your direct journey from your home to your UK point of departure. All benefits terminate on completion of your direct return journey home, on expiry of the Period of Cover for which premium has been paid. This section provides cover for any number of journeys during the Period of Cover.

Note: If your return journey from abroad is unavoidably delayed by any incident covered by these Terms and Conditions, cover will be automatically extended free of charge for the period of that delay.

## Definitions

**Solicitor** – the solicitor or other suitably qualified person appointed by us to act for you under this cover.

**Strike or Industrial Action** – any form of industrial action taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Trip** – a pre-booked journey abroad within the Geographical Limits during the Period of Cover commencing and ending in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Section E1 – Cover Prior to Departure

### What is covered:

Following an incident occurring during the 7 days immediately preceding the arranged date of departure, we will pay up to a maximum of £800 towards:

- the hire of a replacement car, where available, for the purpose of carrying out the original trip, in the event that the vehicle, if stolen, is not recovered before the arranged date of departure, or the vehicle cannot be repaired within 24 hours following the booked time of departure for the trip.
- the additional cost of re-booking any sea crossing or rail journey via the Channel Tunnel missed as a result of the incident giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing or rail journey via the Channel Tunnel), in the event that the vehicle is repaired within 24 hours of the original time of the planned departure for the trip.

### Please remember

Any claim involving the hire of a replacement car must have our prior approval.

You must contact us as soon as you know your vehicle may be unavailable for the planned trip.

Your claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of your vehicle.
- precise details of the breakdown or damage.
- the breakdown, when occurring, was sudden and unforeseen.
- that repairs cannot be effected before the date planned for you to begin your trip.

**What is not covered:**

- any claim resulting from breakdown if you have purchased this cover less than 7 days before your planned date of departure.
- any claim when actual or imminent breakdown of your vehicle is discovered or diagnosed in the course of a service carried out less than 7 days prior to your planned date of departure.
- the cost of any Personal Accident insurance or other benefit not specifically covered under this section.
- loss of use of a car hired to you.
- the cost of fuel and oil used in any replacement car.

## Section E2 – Roadside Assistance

**What is covered:**

Following an incident occurring during the trip we will:

- arrange for roadside assistance and towing to the nearest suitable repairer.
- pay for these services up to a maximum of £250.

**Please remember**

A garage or specialist undertaking repair work (other than at the roadside) will be acting as your agent for such repair work.

**What is not covered:**

- charges for any labour not incurred at the roadside.
- the cost of replacement parts or other materials.

## Section E3 – Replacement Parts

### What is covered:

In the event of necessary replacement parts not being available locally during the trip, on receipt of your instructions, we will:

- undertake to obtain them elsewhere.
- pay all freight charges involved in dispatching them to the location of the vehicle.

### Please remember

Although we will endeavour to provide the replacement parts required, we can give no guarantee they will be available, especially in the case of older vehicles where parts may be impossible to locate.

When you are invoiced for a surcharge subject to the return of the old unit or part, you must return the defective part at your own expense to the supplier.

If you place a firm order for replacement parts and these are not subsequently required, or you do not await their arrival, you will be responsible for the cost of such parts, including all forwarding charges rising from their return.

### What is not covered:

- the actual cost of the parts and any Customs Duty. This must be paid to us by you, by a debit to a credit or charge card or by a prior deposit of funds in the country of departure.

## Section E4 – Break In

### What is covered:

In the event of a theft (or attempted theft) of the vehicle or the contents contained in the vehicle during the trip, we will pay up to a maximum of £175 for immediate emergency repairs and/or replacement parts, which are necessary to place the vehicle in a secure condition to continue the trip.

### Please remember

You must obtain a Police report within 24 hours of the incident giving rise to the claim.

### What is not covered:

- damage to paintwork or other cosmetic items.
- costs incurred following your return home.

## Section E5 – Vehicle Out of Use

### What is covered:

If an incident occurs during the trip and repairs cannot be effected within 24 hours, we will arrange and pay for one of the following:

- the additional cost of transporting you, with your personal belongings, to your destination by alternative transport, or
- the immediate hire of a replacement car, where available, whilst the vehicle remains unserviceable, up to a maximum of £800, or
- overnight accommodation including breakfast (excluding alcohol) in a local hotel for you and any passenger whilst awaiting completion of repairs, up to £150 per person with a maximum limit of £500 in total, provided that such cost is additional to or in excess of any planned accommodation costs payable by you, had loss of use of the vehicle not occurred.

### Please remember

A hire car is provided subject to you meeting the conditions of the hirer. Any claims involving the hire of a replacement car must have our prior approval.

It is your responsibility to collect the hire car.

We cannot guarantee to provide a car with a roof rack or tow bar.

Hire cars provided within the Geographical Limits must stay in the country where they were hired.

If you have to pay for the services locally, you will be reimbursed provided you obtained approval from us before incurring the expenditure.

### What is not covered:

- the cost of fuel and oil used in any replacement car and/or any additional insurance offered by the replacement car hirers.
- the cost of any Personal Accident insurance or other benefit not specifically covered under this section.
- costs arising as the result of an incident occurring during a trip but incurred outside the period of that trip.

## Section E6 – Camping Trips

### **What is covered:**

If the tent you are carrying with you, and using in the course of the trip as your principal overnight accommodation, is rendered unserviceable through theft or accidental damage we will arrange and pay for:

- if practicable, the hiring of a suitable tent, where available, for the remainder of the period of the trip, or
- emergency bed and breakfast only expenses (excluding alcohol) over and above those planned for you and any passenger, up to £150 in total per person, with a maximum limit of £500.

### **What is not covered:**

- any expenses incurred as a result of adverse weather conditions which do not actually damage the tent so as to render it unserviceable.
- loss of use of any tent you are not carrying on the trip with you or which belongs to a tour operator or holiday company.
- any damage caused by a dog or dogs accompanying you on the trip.

## Section E7 – Alternative Driver

### **What is covered:**

In the event of you being declared medically unfit to drive the vehicle in the course of a trip or having to return home early because of what we agree is a serious or urgent reason and there is no other passenger qualified and competent to drive, we will pay all necessary additional costs incurred to return the vehicle to the home address in the country of departure.

### **Please remember**

We may elect to provide a qualified driver to drive back the vehicle and passengers.

## Section E8 – Repatriation

### What is covered:

Following an incident occurring during the trip we will pay:

- the cost of transporting you, with your personal belongings, to your home address in the country of departure if the vehicle cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of your return home. The means of transport to be used shall be at our discretion.
- the cost of transporting the vehicle to your home address in the country of departure if repairs cannot be carried out abroad (or the vehicle, if stolen, has been recovered but not in a roadworthy condition), by the intended time of your return home. We will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs. Or, when agreed in advance by us, the cost of one person to travel to the location of the vehicle by public transport to drive the repaired vehicle to the home address in the country of departure.

Once you have been repatriated by us and if we are transporting your vehicle to the country of departure:

- we will reimburse you for up to 7 days necessary alternative travel costs you incur while you await delivery of the vehicle.
- we will pay the cost of such travel up to a maximum of £75 in total for you and any passengers.

- this benefit will cease after 7 days or when we deliver the vehicle to your home address or to the repairer designated by you (whichever is the sooner).
- you must keep all receipts and invoices for the travel you have incurred, and send these to us with our claim form.

### Please remember

The maximum we will pay to repatriate the vehicle will be its current market value in the country of departure.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the country of departure and when you confirm to us that these repairs will be put in hand.

Any unused travel tickets must be used for repatriation of the vehicle.

### What is not covered:

- loss or theft of, or damage to, unaccompanied baggage (other than a manufacturer's tool kit) left in the vehicle if you and/or the vehicle are being transported by us.
- any additional costs incurred to repatriate your pet(s).

## Section E9 – Legal Protection

### TELEPHONE ADVICE

During the period of cover you may call our advice line on 0845 246 1689 for practical United Kingdom legal advice on any motoring legal problem or to report a claim.

#### Legal Defence

##### What is covered

Providing you notify us within 28 days of receiving a summons, we will pay up to £1,000 in respect of costs incurred in defending you in a court outside the UK against an alleged motoring offence involving the vehicle during the trip.

##### What is not covered

- alleged speeding offences where no other offence is involved.
- alleged offences where there are no reasonable prospects of affecting the outcome of the prosecution.

#### Death or Bodily Injury

##### What is covered

Following any road traffic accident, which is not your fault but involving your vehicle, causing your sustaining bodily injury or death during your trip, we will pay the costs up to a maximum of £10,000 to pursue a civil action for compensation, and assist in appealing or defending an appeal.

##### What is not covered

- any claim not notified to us within 180 days after the commencement of the event giving rise to a claim.
- the pursuit of a claim against us, our agent, our appointed assistance company.
- costs incurred without prior authorisation by us.

- actions pursued in order to obtain satisfaction of a judgement or legally binding decision

#### Travel Expenses

##### What is covered

Additional travel expenses in the event that you are obliged by a court abroad to attend in connection with an incident giving rise to a claim under this section up to a maximum of £250 per person.

##### Cover provided by this section only applies if:

- at the time of the incident leading to this claim, your vehicle is being driven or used for a purpose allowed by the certificate of motor insurance;
- at the time of the incident leading to this claim, your vehicle is being driven or used by a person named in your current certificate of motor insurance as being authorised to drive or use your vehicle
- the date of the incident leading to the claim is within the period of cover and the incident happens within the geographical limits;
- any legal proceedings will be carried out within the geographical limits by a court or other organisation which we agree to; and
- it is more likely than not that you will be successful with your claim for damages

### CONDITIONS

If you do not keep to these conditions, we may cancel this section, refuse any claim and withdraw from any current claim.

#### 1. You must do the following:

- tell us about your claim as soon as possible;
- let us have full details of your claim and any other information that we or the solicitor ask for (you will pay any costs involved in providing this information);

- fully co-operate with the solicitor and us, and not do anything which might damage your claim (if we ask, you must tell the solicitor to give us any documents, information or advice that they have or know about);
- tell us about any developments affecting your claim;
- tell us if the solicitor refuses to continue to act for you or if you withdraw your instructions;
- tell us if anyone makes a payment into court or offers to settle your claim;
- try to get back any costs that we incur, and pay them to us; and
- get our agreement to negotiate or settle a claim.

## **2. Appointing a solicitor**

- If we accept your claim, we or a solicitor appointed by us will try to negotiate a settlement without having to go to court. At any time we can take over and carry out your claim in your name.
- If it is necessary to take your claim to court or if there is a conflict of interests, you have the right to choose the solicitor to act for you. Otherwise, we will appoint a solicitor for you.
- The solicitor will be appointed by you or by us to act for you according to our standard terms of appointment. (You can ask us for a copy.)
- Before the solicitor starts work on your case, we must agree to the charges.
- You must not enter into any agreement relating to charges with the solicitor without getting our permission first.
- If a solicitor refuses to continue acting for you with good reason, or you dismiss them without good reason, your cover will end immediately unless we agree to appoint another solicitor.

## **3. You must tell your solicitor to do the following:**

- get our written permission before instructing a barrister or an expert witness; and
- tell us immediately if it is no longer more likely than not that you will be successful with your claim for damages.

## **4. We can do the following:**

- contact the solicitor at any time, and he or she must co-operate fully with us at all times;
- decide to settle your claim by paying the amount in dispute;
- refuse to pay further costs if you do not accept a reasonable offer to settle your claim; and
- refuse to pay further costs if it is no longer more likely than not that you will be successful with your claim.

## **5. Disputes**

You have the right to refer any disagreement between you and us to arbitration. The arbitrator will be a solicitor, barrister or other suitably qualified person you and we agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the geographical limits whose law governs this section of the policy. We and you must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between you and us to the Financial Ombudsman Service. This service is free of charge.

(See page 3 for details of our complaints procedure.)

General Conditions 3,4 (page 20) and 18 (page 21) do not apply to section E9.

## Section E10 Missed Motorail Connection

### What is covered:

If you fail to connect with a pre-booked Motorail service on the outward journey as a result of:

- you arriving at the departure point in the country of departure too late to commence the booked trip due to an incident involving the vehicle in the course of the trip, or
- cancellation or curtailment of scheduled public transport due to adverse weather conditions, strike or industrial action or mechanical breakdown or derangement.

### We will arrange and pay for:

- storage of the vehicle in a secure parking area, if available, near to the Motorail depot for the period of the trip.
- a standard second-class return rail ticket to enable you to continue the trip to/from the intended Motorail destination station.
- hire of a replacement car, where available, up to a maximum of £450.

### Please remember

You must have taken every reasonable step to complete the journey to the departure point and to the Motorail depot on time.

### What is not covered:

- strike or industrial action which is public knowledge at the time of effecting the cover.
- withdrawal from service (whether temporary or otherwise) of an aircraft, sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.
- claims arising in connection with the inward (return) journey.

## European Motorways

Please note that in several parts of Europe, if you break down on a motorway or other major public road, police will answer the phone. 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 United Kingdom 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 the assistance, including towing charges and time the mechanic has spent working on the vehicle at the roadside. We will not pay for any spare parts used or labour charges at a garage.

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 any other advice or services, such as car hire.

# General Conditions Applying to this Cover

**This part describes certain responsibilities and procedures.**

## **1. You must:**

- take all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the vehicle.
  - take all steps necessary to expedite the completion of repairs.
  - not hand over the vehicle or any of its parts to us without our authorisation.
  - contact us without delay when an incident arises that may result in a claim.
  - wait with the vehicle, or in a safe place close to the vehicle until the repair or recovery vehicle arrives, unless you have made other arrangements with us.
2. We will provide the services described in these Terms and Conditions on condition that you and all passengers observe the respective licence conditions and all the terms, provisions, conditions and endorsements laid down in this booklet. The services cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding repair costs.
  3. We are entitled to take over your rights in the defence or settlement of a claim or to take proceedings in your name for our own benefit against another party and we shall have full discretion in such matters. You must give us all the information and assistance we may require.
  4. Any disputes as to the interpretation of these Terms and Conditions or as to the rights or obligations thereunder shall be referred to arbitration under the legislation for the time being in force.

5. If any misrepresentation or concealment shall be made by or on behalf of the Policyholder in obtaining this cover or by or on behalf of you or any passenger in support of a claim, the cover shall become void and the premium shall be forfeited.

6. The cover may be cancelled:

- by us at any time by providing 7 days notice in writing to you at your last known address. In such event we will refund the pro-rata premium applicable to any unexpired part of the Period of Cover for which premium has been paid.
- by you at any time by providing 7 days notice in writing. In such event, provided no claims have been made during the cover year, we will issue a refund, which will be calculated on a pro-rata basis, less a cancellation charge of 50% of the annual premium. No refund will be given for cancellation of cover under Section E.

7. Where Personal cover is not included, service will be provided only to the vehicle specified on the Motoring Assistance Schedule relating to this cover or to a vehicle that has been notified to and acknowledged in writing by us as being a permanent substitution for the previous vehicle. You should, therefore, ensure that such notification is made as soon as a substitution occurs to avoid service being refused.

8. You will be required to reimburse to us, within one month of the request, any expense incurred by us in providing any service under this cover for which we are not responsible. This may include an administration charge where cover has not been arranged prior to the incident.
9. Any garage used in connection with an incident is deemed to be your agent. We will not accept responsibility for any damage or loss resulting from the garage's acts or omissions. No warranty is given by us that such garage is competent to repair the vehicle or can do so immediately. You must give direct instructions to the garage and pay for any repairs.
10. In the event of theft of the vehicle, you must provide us with a copy of the police report at our request.
11. We reserve the right to repair the vehicle (at your cost) following a breakdown, rather than arranging for it to be recovered.
12. Any failure by us in relying on or enforcing these Terms and Conditions on any particular occasion will not prevent any subsequent reliance or enforcement.
13. Rescue (Section A) may be arranged for immediate cover. All other levels of cover will not be effective until the day after cover has been arranged for the first time.
14. We will only pay for repair or recovery costs that you have agreed with us prior to you incurring them. You must keep all receipts and invoices for the costs you have incurred and send these to us with our claim form.
15. If the 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, we can arrange to rectify this but you will be responsible for any costs involved.
16. Any reduction in cover by you will only be allowed at renewal of the cover.
17. Onward transportation of any animal in your vehicle is at our discretion. We will not be liable for injury or death of the animal.
18. Following an incident attended by the police or other emergency service, transportation of the vehicle will not take place until they have authorised its removal. We are not responsible for any charges if the police or other emergency service concerned insist on an immediate recovery by another breakdown provider. This does not apply to Section E.
19. After any repairs have been completed following recovery of the vehicle, it is your responsibility to arrange and pay for collection of the vehicle.
20. We reserve the right not to offer renewal of this cover.
21. We can arrange to recover you following a road traffic accident but you will be responsible for any costs involved. However, you may be able to recover these from your motor insurer.
22. We will not be liable for any delay or failure in performance of our obligations under this agreement if that delay or failure is due to any cause outside of our reasonable control.

23. Where payment of premium is not made, any cover otherwise provided by this cover will be inoperative from the date such payment was due.
24. Where payment of premium is by instalments, the contract remains an annual one. The full premium is due if cover is cancelled by you and a call out has been made. Should you fail to pay any instalment by the due date, such failure will entitle us to regard this as cancellation by you in accordance with General Condition 6, point 2 of the Terms and Conditions and all cover will cease from the due date.
25. We have found that most of our customers choose to renew with us each year. To make renewing easier for you, unless you have told us not to, we will renew your policy automatically using the payment details you have already given. If you do not want to renew your policy, you must call us before the renewal date to let us know. It is not possible to offer automatic renewal with all payment methods, so please check your renewal invite when it arrives for further details.
26. If the recovery or repairer does not arrive within 60 minutes of you contacting us, we will pay £10 compensation. To claim this you must either complete a service questionnaire or write to us.

## General Exclusions Applying to this Cover

### **Cover shall not apply in respect of:**

1. Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations.
2. Vehicles used for the carriage of goods or passengers for reward.
3. Vehicles temporarily immobilised by floods or snow-affected roads or as a result of whole or partial immersion in water, snow, sand or mud.
4. Vehicles used for and/or involved in motor racing, off road use (away from public roads and over rough terrain), rallies, track days, speed or duration tests or practising for such events.
5. Breakdowns resulting from a fault that is recurring, with no fault of ours, and that has necessitated a call out by us during the same journey, or from an inadequate repair carried out to remedy a fault previously giving rise to a call out under this cover, or from a fault following unsuccessful servicing or repairs carried out by a person not qualified to carry out such servicing or repairs.
6. Vehicles situated in areas to which our agents have no right of access or on motor traders' premises.
7. Any wilful act of you or any passenger.
8. Loss of or damage to contents of the vehicle.
9. Any claim resulting from difficulties or inability in obtaining raw materials, fuel or other supplies, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind.

10. Loss or destruction of or damage to the vehicle or any loss or expense whatsoever resulting from:
  - ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
11. More than our share of the claim, if you are covered by another insurance for the incident.
12. Consequential loss of any kind arising from the provision of, or delay in providing, the services to which this cover relates.
13. Any claim arising from circumstances known to you at the time of applying for cover, or at any time prior to the commencement of a journey, or any claim arising as a result of a fact or facts material to this cover where such fact or facts have not been disclosed to us.
14. Any expenses which would have been incurred in the normal course of the journey.
15. Any costs or storage charges incurred if, following the incident, you elect to have the vehicle towed to a repairer.
16. Transportation of horses or livestock.
17. Any costs incurred without our prior knowledge or consent.
18. Any costs incurred for sea or river transit, excluding transit to and from the Isle of Wight or across Poole Harbour, unless claimed under the Europe section of this booklet.
19. Recovery of any vehicle that would be dangerous or illegal to load or transport.
20. Vehicles that have broken down or are unroadworthy when cover was taken out.
21. The parties to this contract are the Policyholder and us and a person or company who is not a party to this contract has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

# Your Consumer Credit Agreement

## Your right to cancel your Consumer Credit Agreement

If you have chosen to pay by instalments you may cancel the Consumer Credit Agreement within 14 days of receipt. If you would like to cancel the Consumer Credit Agreement, please call us on **0845 246 1558** or write to us at the address shown on your documents. We will refund any premium paid in full provided that no call out has been made. The full premium is due if cover is cancelled by you and a call out has been made.

If you do not cancel the Consumer Credit Agreement within 14 days, you must continue to pay the instalments for your breakdown cover otherwise we will cancel your cover and terminate the Consumer Credit Agreement.

Please note that if you cancel your Consumer Credit Agreement, you have the option to continue your breakdown cover as long as you pay the full premium. Otherwise, your breakdown cover will also be cancelled.

## Other Important Information about your Consumer Credit Agreement

If you have a complaint relating to your Consumer Credit Agreement you should refer to the "How to complain" section on page 3 of this booklet.

You may terminate your Consumer Credit Agreement at any time. However, if you wish to continue your cover then the outstanding balance must be settled in full. If you decide to cancel your breakdown cover then all cover will cease from the due date.

We may terminate your Consumer Credit Agreement if you fail to pay any instalment by the due date. For full details please see your Consumer Credit Agreement.

It is possible that other taxes or costs not imposed by us or paid through us may apply to your Consumer Credit Agreement.

English Law will apply to your Consumer Credit Agreement and it is subject to the jurisdiction of the English courts. We have supplied your Consumer Credit Agreement and other information in English and we will continue to communicate with you in English.

## YOUR INFORMATION

### Who we are

Green Flag motoring Assistance is underwritten by Direct Line Insurance plc.

You are giving your information to Direct Line Insurance plc. Direct Line Insurance plc are members of The Royal Bank of Scotland Group (The Group). In this Information statement 'we' 'us' and 'our' refers to Direct Line Insurance plc unless otherwise stated.

For information about our group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

### Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

### How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;

- recover debt;
- prevent and detect crime;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- where we are required or permitted to do so by law; or
- to fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

## **Sensitive Information**

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions) We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

You will have been asked to agree to this when you called but please ensure that you only provide us with sensitive information about other people with their agreement.

## **Dealing with other people**

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

## **Fraud prevention agencies**

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

Law enforcement agencies may get access to and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit and other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

**For further information  
simply call  
0845 246 1558**

**or go online at: [www.greenflag.com](http://www.greenflag.com)**



GF004/09/06

Green Flag Motoring Assistance is underwritten by Direct Line Insurance plc, 3 Edridge Road, Croydon CR9 1AG.  
Authorised and regulated by the Financial Services Authority.