



CAR PROTECT ASSIST

Motor Breakdown Cover





Please check **Your Policy Schedule** to ensure **You** have the level of cover **You** need and read the following to help **You** use the service.

CAR PROTECT ASSIST

Car Protect Assist provides 24 hour assistance every day of the year through a network of Recovery Operators throughout the Republic of Ireland and Northern Ireland. The insurance policy is underwritten by International Insurance Company of Hanover Limited. Per White Oak Underwriting Agency Limited, 2nd Floor, 1 Arlington Square, Bracknell, Berkshire, Rg12 1WA. Registered in England number 145312.

What to do if you Breakdown

If your Vehicle breaks down please call the Car Protect Assist Motor Rescue Helpline:

Republic of Ireland - 01531 3000 and choose the breakdown option.

Northern Ireland - +353 1531 3000

If **You** are unable to make a connection, please contact us on +44 (0)1206 771756

Please have the following information ready to give to Our Rescue Controller when **You** call.

1. **Your return telephone number with area code.**
2. **Your Vehicle Registration.**
3. The precise location of **Your Vehicle** (or as accurate as **You** are able in the circumstances)
4. **Your warranty certificate number.**
5. A description of the problem

Call Assist Ltd are responsible only for the cost of providing benefits available through Call Assist Ltd. If **You** make **Your** own arrangements **You** will not be reimbursed.





CAR PROTECT ASSIST COVER

The Company will provide the following cover:

In the event of the Insured's Vehicle requiring assistance as having been immobilised as a result of Mechanical Breakdown, an Accident, fire, malicious damage, or any attempted theft, punctures that require assistance to fix or replace a wheel, lost keys, keys broken in the lock or locked in the car.

CAR PROTECT ASSIST - STANDARD COVER

The following service is provided with all levels of cover:

Roadside Assistance & Recovery

We will send help to the scene of the Breakdown and arrange to pay callout fees and mileage charges needed to repair or assist with the Vehicle. This includes One hour's free labour if the Vehicle can be repaired at the roadside.

If, in the opinion of the Recovery Operator, they are unable to repair the Vehicle at the roadside We will assist in the following way:

Either:

- Arrange and pay for Your Vehicle, You and up to 6 passengers to be recovered to the nearest garage which is able to undertake the repair within 50 miles from the scene of the Breakdown.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, We will arrange for Your Vehicle, You and up to 6 passengers to be transported to Your chosen destination up to 50 miles from the scene of the Breakdown.

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

If Your Vehicle requires recovery, You must immediately inform Our Rescue Controller of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

Keys

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

Message Service

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



CAR PROTECT ASSIST - PREMIER COVER

If You have opted and paid for **Premier Cover**, it includes all of the same benefits as the **Standard Cover**, in addition to this the Company will provide the following cover:

In the event of the Insured's Vehicle requiring assistance as having been immobilised as a result of Mechanical Breakdown, an Accident, fire, malicious damage, or any attempted theft, punctures that require assistance to fix or replace a wheel, lost keys, keys broken in the lock or locked in the car. The Company will agree and pay for the benefits outlined as follows:

- One hour's free labour if the Vehicle can be repaired at the roadside.
- If the Vehicle cannot be repaired at the roadside, towing the vehicles to the nearest Approved Repairer or to a garage of your choice, whichever is closer.
- Assistance in the event of a Breakdown at Your Home Address.

Labour

The cost of call out and up to one hour's labour charged by a repairer provided the repair is carried out at the scene of the Breakdown and not at the repairer's premises.

Completion of Journey

If, for whatever reason, repairs cannot be made at the scene of the **Breakdown** and **The Insured's Vehicle** has broken down away from home, The **Company** can arrange and pay for :

- Onward transportation to **The Insured** and **Passengers** intended destination or to their home within the **Territorial Limit**.

OR

- Use of a replacement car for up to 48 hours while repairs are carried out, subject to the maximum value of €120 per 24 hour period and €240 in total, where the **Breakdown has occurred more than 20 miles from the registered Home Address** and the **Vehicle** is repaired at a garage local to the scene of the **Breakdown**.

OR

- Overnight accommodation, limited to Bed & Breakfast, for one night only whilst repairs to **The Insured's Vehicle** are in progress. This is subject to a maximum value of €50 per person and €250 in total.

All Ireland Recovery

If Your Vehicle cannot be repaired within the same working day, We will arrange for Your Vehicle, You and up to 6 passengers to be transported to Your Home Address, or if You would prefer and it is closer, Your original destination.

Theft Of Car

In the event of the theft of the Insured's vehicle, which has been reported to the Gardai and the Insurers and not recovered within 24 hours, We will provide a replacement car (Class A) for up to 7 days or whenever the Insured's Vehicle is recovered, which ever is the soonest.



CAR PROTECT ASSIST - COMPLETE EUROPEAN COVER

If You have opted and paid for **Complete Cover**, it includes all of the same benefits as **Standard and Premier Cover**, with the addition of:

European Cover

If you are travelling outside the Island of Ireland and your car cannot be repaired we will arrange and pay for the following:

- Onward transportation for you and your passengers home or to your intended destination within Europe.

OR

- Overnight accommodation for up to 4 nights limited to bed and breakfast, while repairs take place and subject to a limit of €50 per person per day or a maximum amount of €250 in total.

In the event your car cannot be repaired before your intended journey home, we will seek to repatriate your vehicle in three working weeks.

GENERAL NOTES

Uninsured Service

We can provide assistance for faults that are not covered under this insurance policy or where You would like Us to assist additional passenger numbers who exceed the maximum of 6, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of Vehicle

Our policy only covers the Vehicle registered on Our database, therefore any change must be notified to Car Protect. Please include Your policy number, the new registration, make, model and colour of Your Vehicle and the date You wish to make the change. If You do not notify Us of the new Vehicle details, We may not be able to supply You with a service.

Governing Law

Eire Law governs this insurance.

Language

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

Measurements

A Home Assist is calculated using a straight line from the Home Address to the location of the Breakdown. All other measurements are calculated using driving distances.

Garage Repairs

Any repairs undertaken by the Recovery Operators at their premises are provided under a separate contract, which is between You and the Recovery Operator.



GENERAL EXCLUSIONS - BREAKDOWN COVER

The Company shall not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses, which are recoverable from any other source.
3. For any **Accident** or **Breakdown** brought about by an avoidable, wilful and deliberate act committed by **The Insured**.
4. For the cost of repairing **The Vehicle** other than that outlined in the breakdown cover section of this document.
5. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
6. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
7. For any claim arising where the **Vehicle** is carrying more **Passengers** or towing a greater weight than that for which it was designed as stated in either the Manufacturer's specifications or in Road Traffic Legislations or arising directly out of the unreasonable driving of the **Vehicle** on unsuitable terrain.
8. For any breach of this section of the Policy or failure on **Our** part to perform any obligation as a result of acts of God, Government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within **The Company**) or any other cause whatsoever where such cause is beyond Our reasonable control.
9. Any caravan/trailer where the total length exceeds 7metres (23 feet) and where it is not attached to the Vehicle with a standard towing
10. **Breakdowns** or **Accidents** to the caravan or trailer itself.
11. Service where glass or windscreens have been damaged.
12. Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and Your safety is compromised.
13. **Breakdowns** caused by insufficient fuel.
14. **Breakdowns** caused by failure to maintain the **Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
15. Where service cannot be effected because the **Vehicle** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
16. Any request for service if the **Vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where the **Vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
17. Overloading of the **Vehicle** or carrying more **Passengers** than it is designed to carry.



18. Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless **Your Vehicle** has been fully repaired at a **Suitable Garage**, declared fit to drive by the Recovery Operator or is in transit to a pre-booked appointment at a **Suitable Garage**.
19. The recovery of the **Vehicle** and **Passengers** if repairs can be carried out at or near the scene of the **Breakdown** within the same working day. If recovery takes effect we will only recover to one address in respect of any one Breakdown.
20. Vehicles not registered with Us.
21. Any winching charges or the use of specialist equipment.
22. The cost of draining or removing contaminated fuel.
23. Storage charges.
24. Any claim within 24 hours of the time the policy is purchased.
25. More than six callouts in any one Period of Insurance.
26. Claims totalling more than €15,000 in any one Period of Insurance.
27. Any costs or expenses not authorised by **Our** Rescue Controllers.
28. The cost of food, drinks, telephone calls or other incidentals.
29. The charges of any other company (including Police recovery) other than the Recovery Operator, a car hire agency or accommodation charges which have been authorised by Us.
30. Any charges where **You**, having contacted Us, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
31. Any cost that would have been incurred if no claim had arisen.
32. Any false or fraudulent claims.
33. Service if **You** already owe Us money.
34. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **Breakdown** within an agreed time.
35. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your Home Address once it has been inspected or repaired.
36. Any damage to **Your Vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **We** will not pay for **You** to collect **Your Vehicle** from a repairer or for any time that has to be taken off work because of a **Breakdown**.
37. Failure to comply with requests by Us or the Recovery Operator concerning the assistance being provided.
38. Any cost recoverable under any other insurance policy that You may have.
39. Fines and penalties imposed by courts.



40. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
- a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
41. Any cover which is not specifically detailed within this policy.

Terms & Conditions of Breakdown Cover

1. No benefit shall be payable unless The Company has been notified and has authorised assistance by You calling the emergency telephone number provided.
2. The Territorial Limit of Your cover are the Republic of Ireland and Northern Ireland.
3. You must quote The Policy number when calling for assistance and relevant identification produced to the repairer, recovery service or other nominated agent of The Company.
4. To be eligible for assistance, The Insured must hold a current Motor Insurance Policy.
5. Your Vehicle must be maintained in a good mechanical and roadworthy condition and be regularly serviced in line with manufacturer recommendations.
6. Vehicles eligible for assistance are restricted to Private Cars or Private Cars modified for commercial use.
7. If Your Vehicle has been modified for or is taking part in racing, trails or rallying it is specifically excluded from cover.
8. Vehicles that have modifications to wheel arches, front and rear bumpers and alterations to suspension levels (Lowering etc.) cannot be recovered by the recovery service provider.
9. We reserve the right to refuse assistance in circumstances where a driver is clearly intoxicated.
10. The Insured must be with the Vehicle when the repairer arrives. If The Insured is not with the Vehicle and Our repairer cannot assist, any subsequent assistance will be at the cost of The Insured.
11. If forced entry to The Insured's Vehicle is required because You are locked out, a declaration must be signed by You saying that You will be responsible for any damage caused by forced entry.
12. Replacement cars will be subject to commercial car hire criteria. These criteria may include, but are not limited to the following: full driver's licence (without endorsements), a cash or credit card deposit. These criteria are not exhaustive and may change from time to time. It is a condition that the hire car must be returned to the original pick-up point.
13. If a callout is cancelled by You and a Recovery Operator has already been dispatched, You will lose a callout from Your policy. We recommend You to wait for assistance to ensure the Vehicle is functioning correctly. If You do not wait for assistance and the Vehicle breaks down again within 12 hours, You will be charged for the second and any subsequent callouts.



14. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
15. We have the right to refuse to provide the service if You or Your Passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Controllers or the Recovery Operator.
16. We must be advised immediately at the time of contacting Us for assistance, if Your Vehicle is fitted with alloy wheels.

If We are not advised and We are unable to provide the service promptly or efficiently through the agent who will be assisting You, You will be charged for any additional costs incurred.
17. The repair must be carried out if the Vehicle is recovered to a dealership and the dealership can repair the Vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If You do not have funds available, any further service related to the claim will be denied.
18. In the event You use the service and the claim is subsequently found not to be covered by the policy You have purchased, We reserve the right to reclaim any monies from You in order to pay for the uninsured service.
17. We reserve the right to recover Your immobilised Vehicle in accordance with and subject to any legislation, which affects drivers' working hours.
18. The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. Alternative transport can be arranged but You will need to pay for this service immediately by credit or debit card.
19. Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided.
20. The policy is not transferable.
21. If, in Our opinion, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may terminate Your policy immediately notifying You, by letter to Your Home Address, of what action We have taken.
24. We will provide cover if:-
 - a) You have met all the terms and conditions within this insurance.
 - b) The information provided to Us, as far as You are aware, is correct.

GENERAL INFORMATION

Data Protection Act

Your details will be stored and used by the Administrator and Us to administer Your insurance cover. Your details will not be kept for longer than is necessary. You are entitled to a copy of all the information held on You, for which there may be a charge.



Compensation Scheme

International Insurance Company of Hannover Limited, is covered by the Financial Services Compensation Scheme (FSCS). This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met (100% if the insurance is legally compulsory). Compensation is only available to commercial customers in limited circumstances. Further information can be obtained from the Insurer, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers,
1 Portsoken Street, London E1 8BN Tel: +44 (0)20 7897300

Cancellation

The Insured has a right to cancel cover and to receive a full refund of Premium under this Policy provided no claims are known or reported by giving written notice of cancellation within 14 days from the Issue Date to Car Protect Warranties Limited, enclosing the certificate and terms and Conditions. Unless the Insured exercises this right to cancel within the above period, the Insured shall not thereafter be entitled to any refund of Premium.

Renewing the Policy each year.

This policy is not automatically renewed each year, you will however receive a notification that your policy is about to expire inviting to renew prior to the expiry date. This notification will be sent to the email address as supplied in the provision of the original web booking. Car Protect Warranties Ltd are not responsible for failure to receive this notification.

Insurance Act 1936

All monies which become or may become payable by Us to You under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland.

Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.