

MULSANNE

ROADSIDE ASSISTANCE UK ONLY

INCLUDING LOCAL RECOVERY

**This document contains details of your cover
KEEP IN YOUR VEHICLE**



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NEED HELP? Here's what to do

BEFORE CALLING FOR ASSISTANCE

- CHECK THAT YOU HAVE YOUR POLICY NUMBER AND YOUR RETURN TELEPHONE NUMBER INCLUDING THE AREA CODE YOU ARE CALLING FROM
- HAVE YOUR VEHICLE REGISTRATION NUMBER, VEHICLE MAKE, MODEL & COLOUR
- HAVE DETAIL OF THE NATURE OF YOUR BREAKDOWN
- YOUR EXACT LOCATION INCLUDING ROAD NUMBERS OR NAMES, LANDMARKS, AND POSTCODE IF KNOWN – AS ACCURATE AS YOU ARE ABLE IN THE CIRCUMSTANCES
- THE NUMBER OF PEOPLE WITH YOU
- WHETHER THERE ARE ANY SPECIAL REQUIREMENTS FOR US TO CONSIDER E.G. DISABLED DRIVER OR PASSENGER

PLEASE REMEMBER TO GUARD YOUR SAFETY AT ALL TIMES, BUT REMAIN WITH OR NEARBY YOUR VEHICLE UNTIL OUR RECOVERY OPERATOR ARRIVES.

ONCE OUR RECOVERY OPERATOR ARRIVES AT THE SCENE PLEASE BE GUIDED BY THEIR SAFETY ADVICE.

PLEASE NOTE THAT THIS IS NOT A MAINTENANCE POLICY AND THEREFORE DOES NOT COVER THE COST OF PARTS OR THE COST OF NON-EMERGENCY REPAIR WORK.

Contact us on **033 34 009 245**

03 UK wide numbers are a new range of non-geographic telephone numbers that have been launched by the telecommunications regulator Ofcom as a result of the negative publicity associated with many non-geographic numbers. Their intention is to restore consumer confidence trust and certainty in what is undoubtedly a confusing and increasingly complex area.

One benefit of this number range is that it costs the same to call as a standard landline number, which begins with 01 and 02 from a landline.

However, the main benefit is that if you call from a mobile, the call will either be free, if included within your free minutes package or charged at the standard rate for calling geographic numbers beginning 01 or 02 (No premium tariffs).

Welcome to Call Assist


Call Assist provided the following breakdown and recovery services stated in this policy from 48 hours after the day **we** receive **your** premium and/or validation of payment, for a **period of insurance** which is the same as **your** motor insurance policy.

It is very important that **you** take time to read all of this policy document which states **your** policy cover and the full terms and conditions of this insurance cover.

Insurer Information

The benefits of this Call Assist policy are underwritten by Mulsanne Insurance Company Limited.

Mulsanne Insurance Company Limited is a private company limited by shares incorporated in Gibraltar and registered with the Registrar of Companies under company number 101673 with its registered office at 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA and is authorised by the Gibraltar Financial Services Commission to carry on insurance business under the Financial Services Act 2019 and Financial Services (Insurance Companies) Regulations 2020.



Paul Cole
Director
Mulsanne Insurance Company Limited

The liability of each insurer to the policyholder is several, that is, limited to its participation under this policy and does not extend to the liability of any other insurer, under this policy to the policyholder. Co-insurer details are available on request.

This policy shall be governed by the law which applies in the part of the **United Kingdom** in which **you** live, unless otherwise agreed by **you** and **us** before this policy starts.

Definitions

Definitions of words and phrases used in this document and are shown in bold throughout the policy

Eligible Vehicles

You must refer to the section entitled **ELIGIBLE VEHICLES** which details the acceptable criteria.

Insured Incident

NOTE: only SIX incidents are covered under this policy. Refer to the General Conditions

Mechanical or electrical breakdown which immediately renders the vehicle immobile and damage which is caused by accident, vandalism, theft or attempted theft, flat batteries and punctures occurring during the **period of insurance** within the **UK**.

In the case of keys locked within the vehicle, key breakage or lost keys **we** will pay the call out and local recovery up to 10 miles.

All other costs incurred for example lock replacement, new keys, recovery home if more than 10 miles will be at **your** expense..

You will be responsible for paying any costs such as lock replacement and new keys.

Insured Vehicle / Your Vehicle

The vehicle specified to Call Assist. **You** must inform **us** immediately of any change of vehicle, as cover will not apply to a vehicle not advised to **us**.

Period of Insurance

The period for which **we** have accepted **your** premium and agreed to cover **you**, which shall be at least 48 hours following the date the policyholder applies for cover. This **period of insurance** will run in conjunction with **your** motor insurance policy.

Policyholder / You

The person named on this policy who paid the premium to take out this policy cover.

CA

Call Assist, who provide services on behalf of Mulsanne Insurance Company Limited

UK / United Kingdom

Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

We / Our / Us

Call Assist, who provide services on behalf of Mulsanne Insurance Company Limited

You / Your / Insured Person

The **policyholder**, and each driver or other occupant of the **insured vehicle** (other than a hitch-hiker) who is authorised by the **policyholder**.

Your representative

Anyone acting on **your** authority

Eligible Vehicles

The **insured vehicle** must comply with the following **Eligible Vehicle** conditions, and fit the stated criteria for policy cover to operate:

- (i) Vehicles and any accompanying caravan or trailer must be registered as owned by **you** or a member of **your** household and kept at **your** address.
- (ii) Vehicles must be under 20 years old when the policy is first accepted by **us** or renewed by **us**.
- (iii) Vehicles must be registered in the **United Kingdom**.
- (iv) Private Cars, light vans, motorcycles, estate cars, vehicles with up to 7 passenger seats, motor caravans, and 4x4 utility vehicles are acceptable and must not exceed (including any load carried) 3500kg in weight, 7 meters in length, 3 meters in height, and 2.5 meters in width.
- (v) Services will NOT be provided under this policy for **your vehicle** unless the registration number is held by **us**. Any change of vehicle must be notified to **us** without delay.
- (vi) Prior to acceptance by **us**, a vehicle must be in a proper roadworthy condition, should conform to all statutory regulations, including, if appropriate, having an MOT certificate, and should be so maintained throughout the period of cover. If in **our** opinion the vehicle was un-roadworthy or broken down prior to the start date of this policy then the vehicle is NOT covered by the policy. Vehicles that need to be towed should have the relevant road tax in place.
- (vii) Motorcycles: Limited roadside assistance will be attempted, failing which the motorcycle will be recovered to an acceptable destination.
- (i) Caravans/trailers: Cover extends to an accompanying caravan or trailer. Caravans and Trailers should not exceed 23ft (7.01 meters) in overall length and should not exceed G.T.W, and should be fitted with 50mm ball couplings.

Section 1 Roadside Assistance and Local Recovery Service

SERVICE(S) PROVIDED

- (ii) In the event of an **insured incident**, **we** will attend and try and rectify the fault at the roadside sufficiently for the journey to be safely and legally continued.
- (iii) In circumstances where roadside repair of a minor fault is considered unsafe or inadvisable (e.g. motorways), the **insured vehicle** may be taken to a place of relative safety or to premises to facilitate repair, up to a maximum of 10 miles. Recovery to **your** home address if more than 10 miles would be at **your** own expense.
- (iv) Assistance cannot be provided on commercial garage premises which are not **our** Agents premises.
- (v) If the fault or damage is major in nature, and in **our** opinion not capable of being remedied at the scene of the breakdown or locally the same day, the vehicle, contents, driver and up to 7 passengers will be transported to **your** destination, up to a maximum of 10 miles. No further recoveries will be authorised.
- (vi) Vehicles found immobilised by theft or vandalism will be made roadworthy, if practicable, with **you** being responsible for the full cost of any workshop repair and collection of **your vehicle**. If repairs cannot be affected, **your vehicle** will be removed to **your** chosen destination, up to a maximum of 10 miles.
- (vii) All **our** Agents are required by law to adhere to regulations on drivers' hours. If a recovery is needed this may result in the agent taking regular breaks or the need to operate a staged recovery where further agents are used to share the recovery.
- (viii) In the event of a recovery **our** Agent will unload the vehicle in a safe and appropriate place close to **your** chosen destination. For example, **our** Agent will not unload a vehicle onto a private driveway if there is insufficient space or obstacles which could make this difficult.

WHAT IS NOT COVERED

- (i) The cost of spare parts, oil, keys or other materials required to repair the **insured vehicle**.
- (ii) The cost of any labour other than provided by **our** agent at the scene of the breakdown or accident.
- (iii) If **you** call **us** for assistance and **our** mechanic reports to **us** that it is evident **you** have not maintained **your vehicle** in a state fit to complete **your** intended journey, **you** will have to pay costs arising from **our** intervention.
- (iv) **We** will not provide assistance if **your vehicle** is within half a mile radius of **your** address shown on **our** records.
- (v) All things covered under **our** General Conditions and General Exclusions.

Section 2

Misfuelling of the Insured Vehicle

SERVICE(S) PROVIDED

In the event **your vehicle's** fuel tank is filled with the incorrect type of fuel, **we** will arrange and pay up to £250 (inclusive of VAT) for **our** Agent to either recover **your vehicle** and the passengers to **our** Agent's base where a drain and flush to **your vehicle's** fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 limit, **we** will also provide 10 litres of correct fuel to allow **you** to continue **your** journey.

If **you** would prefer a fuel drain and flush to be conducted by **your** preferred repairer, **we** will arrange and pay for a **recovery operator** to transport **your** vehicle, **you** and your passengers to a local repairer of **your** choice. Subject to **our** prior authorisation, **we** will also reimburse the cost of a fuel drain and flush. Any reimbursement will only be made once **we** have received copies of valid receipts detailing the work carried out by **your** preferred repairer.

In the event the misfuel directly causes further mechanical damage to **your vehicle** which prevents **your** vehicle from being driven and cannot be remedied by a fuel drain and flush, subject to the prior authorisation of **our** Rescue Controller, **we** will also cover the cost of parts and labour required to repair the **vehicle** up to a limit of £2,500.

If repair work in addition to a flush and drain is required this will be undertaken by **our** approved repairer. If **you** do not wish to use **our** approved repairers **you** will need to get two estimates from repairers. If **we** think the repair estimate is unreasonable, **we** will:

- arrange for **your vehicle** to be moved to another repairer; or
- move **your vehicle** to a safe place, before repair or disposal

We will not be responsible for any costs incurred due to any delay caused by this process. Upon completion of this process, if **you** would prefer **your vehicle** to be repaired by a repairer of **your** choice, **we** will arrange and pay for **your vehicle** to be transported to **your** chosen repairer. Subject to the total claim cost not exceeding £2,500, **we** will then reimburse the parts and labour costs incurred once **we** have received copies of valid receipts detailing the work carried out by the repairer.

We will pay for the following if the **insured vehicle** is subject to misfuelling during the **period of insurance**:

- (i) Draining and flushing the fuel tank on site using a specialist roadside vehicle, up to a maximum of £250 per claim or
- (ii) Recovery of the **insured vehicle** up to 10 miles if appropriate
- (iii) Mechanical or component damage to **your vehicle** up to a maximum value of £2,500 in any **period of insurance**. **You** will be responsible for paying any costs in excess of £2,500. These apply both on the forecourt on-site and once the vehicle has been driven away from the forecourt.

WHAT IS NOT COVERED

We will NOT pay for:

- (i) Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel;
- (ii) Refuelling of any car **you** hire;
- (iii) Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- (iv) Any defect which existed before the incident of misfuelling.
- (v) The deliberate misfuelling of **your vehicle** by any person. If the claim is dishonest or exaggerated no service will be provided and **you** will be responsible to pay for any costs incurred.
- (vi) Any liability under this section where **your vehicle** has been damaged by anything other than misfuelling or where the damage cannot be fully attributed to a misfuel which occurred during the **period of insurance**.
- (vii) Any damage caused by the continued use of **your vehicle** after the point **you** knew it had been misfuelled.
- (viii) Any infringement of any warranty, or guarantee associated with the vehicle that may be invalidated by any repair to **your vehicle**.
- (ix) If **you** put the wrong grade of the same fuel into **your vehicle**, e.g. if **you** put hi-octane petrol in **your** petrol engine then this section will not apply.
- (x) Any loss to the market value of the vehicle as a result of a fuel drain and flush or repair made following a misfuel.

General Conditions

- (i) **You** must comply with the terms and conditions of this policy before any claim will be paid.
- (ii) **You** must declare to **us** all facts which are likely to affect this insurance policy, as failure to do so may prejudice **your** entitlement to make a claim.
- (iii) If **you** have made a false declaration on application for this insurance policy, or furnished incorrect information when requesting assistance **you** will be liable for all costs incurred by **us** resulting from false declaration or incorrect information and may be subject to legal action. The policy shall become void and the premium paid forfeited, and any benefits paid under this policy must be repaid to **us**.
- (iv) If **we** are called out SIX times in any one **period of insurance**, any subsequent incidents are NOT covered by this policy, and if assistance is requested **we** will provide only on the basis that **you** pay for the costs.
- (v) **You** must contact **us** without delay or in cases of accident with the minimum delay, even if deferred attention is required, to make a claim under this policy. **We** will not accept liability for expenses incurred without **our** prior knowledge or consent and **our** control room must be contacted when an incident arises that maybe the subject of a claim.
- (vi) **You** must take all reasonable precautions to prevent or minimise the risk of any loss, damage, or breakdown covered under this policy and must take all steps necessary to expedite the completion of repairs.
- (vii) At the time of a claim, at **our** request **you** must provide evidence of proper servicing of **your vehicle**.
- (viii) The transportation of pets 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.
- (ix) A garage or specialist undertaking work on **your** instructions and which is not specifically covered under this insurance will be acting as **your** agent for such repair work. **CA** will not be responsible for the repair work provided by the garage or specialist.
- (x) If the vehicle is in a position where it cannot be worked upon or towed, the wheels have been removed or where more than one tyre has been vandalised or where specialist equipment is required for its recovery, **we** can arrange to rectify this but **you** will be responsible for any costs involved.
- (xi) **You** will be required to reimburse **us** within 7 days of **our** request to **you**, any costs or expenses **we** may have paid out on **your** behalf which are not covered by the terms of this insurance.
- (xii) **You** or **your representative** should be present to ensure **we** have the necessary access to **your vehicle**. **Your representative** is deemed to have permission from **you** to authorise necessary repair or other work, at **your** expense.
- (xiii) If **you** are covered for services by any other insurance policy or can claim against a third party, **you** must inform **us**. **We** may ask **you** to exercise rights under any policy or against any other third party and pay **us** any sums of money so recovered, to offset **our** costs.
- (xiv) In the event of any disagreement of any amount due to be paid under this insurance or any other dispute to this insurance, the matter will be referred to an arbitrator that **we** have agreed to.
- (xiv) **You** have fourteen days to decide whether to proceed with the purchase of this insurance policy, and if **you** are not satisfied with this policy for any reason **we** will allow a full refund of premium if **you** have not made a claim. Return this policy to **CA** within fourteen days with **your** written request.
- (xvi) **You** may cancel this policy at any time, subject to **you** giving notice in writing. No refund of premium is due, and the cancellation will be effective from the date **we** receive **your** written request.
- (xvii) If excessive use of the service has occurred e.g. through failure to seek permanent repair, following any temporary repair effected by an agent, or due to lack of routine maintenance, **we** may cancel the policy by sending 7 days' notice by recorded delivery to **your** last known address.

General Exclusions

We will NOT be liable for:

- (i) The cost of any service provided outside of the **period of insurance**, or where the relevant premium has not been received.
- (ii) Vehicles not registered with **us**.
- (iii) The cost of all parts, supplies used or provided to **you** or for **your vehicle** including the cost of supplying and fitting windscreens, and storage charges.
- (iv) Having the **insured vehicle** stored or guarded in the drivers absence.
- (v) Major repairs, servicing or reassembly, including but not limited to repairing faulty brakes, steering, suspension, previous inadequate repairs or Do-It-Yourself work OR where **your vehicle** has not been maintained and operated in accordance with the manufacturers recommendations.
- (vi) **CA** will not transport horses, livestock, birds or fish.
- (vii) Where service cannot be effected because the vehicle including any towed trailer or caravan does not carry a serviceable spare wheel, manufacturers tyre repair kit, appropriate jack or where the locking mechanisms for the wheels are not immediately available to remove the wheels.
- (viii) The cost including any call-out of any body-glass or tyre specialist, should **CA** consider this to be required. **CA** will endeavour to arrange this help on **your** behalf, however **CA** will not pay for these specialist services and any contact for such services provided between **you** and the relevant specialist. If in **CA's** reasonable opinion the **insured vehicle** requires recovery to such a specialist to be mobilized, **CA** will arrange but at **your** cost.
- (ix) Any fines, penalties, tolls, unclamping charges incurred by **you** or **us**, due to **your vehicle** being immobilised in tunnels, or elevated highways, or in restricted parking areas.
- (x) Recovery if it would be dangerous or illegal for **us** to load or transport **your vehicle**.
- (xi) The repair or recovery of the **insured vehicle** if it broke down at the premises of a motor trader.
- (xii) Any specialist costs in bringing **your vehicle** into a position where **we** can try to repair it or transport it. For example costs or the use of specialist off-highway recovery equipment used to move a vehicle which has left the highway or is overturned or is without wheels.
- (xiii) The full cost of **our** attendance, if having called **us**, **you** effect repair or recovery by employing anyone else prior to the arrival of **us**. However if having called for assistance, **you** manage to mobilise the vehicle, the cost or unnecessary attendance may be waived provided **you** immediately contact **us**.
- (xiv) Breakdown services for vehicles engaged in sporting events, including racing, pacemaking, speed testing, rallies, trials and all other track-based activities.
- (xv) Breakdown services for vehicles engaged in, and used for, hire or reward purposes.
- (xvi) Service if **you** already owe **us** money.
- (xvii) Any damage to **your vehicle** or its contents (personal effects) whilst being recovered, stored or repaired.
- (xviii) Services to vehicle temporarily immobilised by floods, snow affected roads, sand or mud, or situated in areas where **we** have no rights of access or on Motor Trade premises.
- (xix) Long distance transport of the **insured vehicle** to the premises where the **insured vehicle** was purchased or previously repaired solely to claim under a warranty scheme when a suitable alternative repairer is nearer.
- (xx) The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
- (xxi) No responsibility will be accepted for assistance not arranged by **us**.
- (xxii) Accommodation or incidental expenses (e.g. rail, taxi or ferry charges) incurred by **you** or **your** passengers, and including any ferry charges incurred by **us** in attending or recovering **your vehicle**. This includes cases where a vehicle is recovered unaccompanied.
- (xxiii) Any policy cover, loss or expense of whatsoever nature directly or indirectly caused by the result of war, invasion, act or foreign enemy, act or terrorism, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order or any government or public authority.
- (xxiv) Any policy cover, loss or expense whatsoever resulting from earthquake, fire, lightening, explosion, flood, ionising radiation or contamination from any nuclear fuel/waste, and the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly, or nuclear part of that assembly.

How we use your information / Privacy Notice

It is important that **you** understand how Mulsanne Insurance Company Limited will use **your** information, and **you** must read their Privacy Notice carefully as it explains how **your** personal information may be used. The Privacy Notice can be found at: <https://www.mulsanneinsurance.com/privacy-policy/>

Contact the Head of Operations by email at info@mulsanneinsurance or by phone on 0344 573 1241 if **you** have any questions about **our** Privacy Notice or if **you** require a copy of the notice to be posted to **you**.

In the event of a complaint

Any complaint **you** have regarding **your** policy should be addressed to the policy administrator: Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX. Please include the details of **your** policy and in particular **your** policy number, to help **your** enquiry to be dealt with speedily.

We promise to:

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

If **you** remain dissatisfied, short of court action, **you** can ask The Financial Ombudsman Service to review **your** case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. The Financial Ombudsman Service can be contacted at the following address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9 123 (charged the same as numbers beginning with 01 or 02 from mobile phones).

Compensation

Mulsanne Insurance is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting www.fscs.org.uk Nothing in this process will affect **your** legal rights.