

Breakdown policy wording

Please check **your optional extras policy schedule** to ensure **you** have the level of cover **you** need and read the following to help **you** use the service.

#### **Statement of Demands and Needs**

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

# Reporting a claim

**Claims** can be reported via **our** app or by calling **us**. **We** also offer an SMS text messaging service for accessibility purposes.

## **App**

Download the free Call Assist mobile app from the Google Play or Apple App Store. Once downloaded, click on 'Report Breakdown' and follow the simple step by step instructions.





#### Phone

Call our 24 hour Control Centre on:

# 0333 043 8665

Calls to 03 numbers are usually chargeable at a local rate from both UK landlines and mobile phones. These calls are usually included within network providers "free minutes" packages.

If you are unable to make a connection, please contact us on 01206812760.

### **Accessibility options**

If **you** are deaf, hard of hearing or speech impaired, **our** app and online reporting options will usually be most suitable. If **you** are unable to use **our** app or online option, please send a text message containing **your** full name, policy number, vehicle registration and policy postcode to **07537404890**.

#### Information we will need

Please have the following information ready to provide to **our rescue co-ordinator**:

- 1. **Your** return telephone number
- 2. **Your** policy number and vehicle registration
- 3. What has happened to **your vehicle**
- 4. The location of the **vehicle** (including a postcode, GPS co-ordinates, or what3words)
- 5. Whether **your vehicle** location will be accessible for a large truck
- 6. **Your** preferred **recovery operator**, if **you** have one

When reporting **your claim**, please let **us** know if there are any circumstances which may affect the handling of **your claim**, such as if **you** are towing something, travelling with animals, in an area exposed to extreme weather conditions, or if any of **your passengers** have any special requirements **we** may need to take into consideration.

## What to do when you breakdown

If **you** require the attendance of a **recovery operator**, **we** will contact **you** to advise which **recovery operator** will be attending and approximately how long they are expected to take. Where possible, please ensure **your** mobile phone is available to accept calls at all times in case **we** need to contact **you**.

**You** will need to be with the **vehicle** when the **recovery operator** arrives. If **you** would prefer not to wait with the **vehicle** or it is unsafe to do so, please inform our **rescue co-ordinator** who will arrange a call on approach, so **you** have sufficient time to return to the **vehicle**. It is **your** responsibility to guard your safety and abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

In the event of a **breakdown** on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the emergency services of **our** telephone number, **they** will then contact **us** to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that **you** have contacted **us** and provide them with **our** telephone number to call **us** on **your** behalf.

# Basic recovery

The following service is provided with all levels of cover:

#### **Roadside assistance**

In the event of a **breakdown** within the **territorial limits (UK)**, which occurs more than a one-mile radius/straight line from **your home address** and during the **period of insurance**, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

## **Local recovery**

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside **we** will assist in the following way. Either:

- Pay for your vehicle and the passengers to be recovered to the nearest suitable garage
  which is able to undertake the repair within 20 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** and the **passengers** to be recovered to **your** chosen destination up to 20 miles from the scene of the **breakdown**.

Any recovery of **your vehicle** and the **passengers** required must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges. If **your vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk and no further recovery costs will be covered in relation to the **claim**.

#### Alternative travel UK\*

In the event of a **breakdown** within the **territorial limits (UK)** which occurs more than 20 miles from the **home address**, **we** will pay up to £250 towards the reasonable cost of, either:

- standard class public transport tickets. Or;
- an 'Economy' class hire car (including the costs of insurance and/or excess reduction fees)

to enable the **passengers** to complete one single journey to either **your** original destination or return to the **home address**.

This benefit shall only be provided where:

- the **vehicle** cannot be repaired within the same working day; and
- you opt to have your vehicle recovered to the nearest suitable garage to the breakdown location for repairs.

**We** will also pay up to £150 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

This benefit is in place to assist with the movement of **passengers** only, it is not designed to cover the cost of hiring a van or commercial **vehicle**.

## **Emergency overnight accommodation UK\***

If **you** are eligible for the Alternative Travel benefit above but would prefer to stay overnight close to where the **vehicle** is being repaired, **we** will pay up to £150 for a lone traveller or £75 per person towards the reasonable cost of overnight accommodation including breakfast for the **passengers** whilst the **vehicle** is being repaired. **We** will also pay reasonable expenses for the **passengers** to travel to their Emergency Overnight Accommodation. The maximum payment under this Emergency Overnight Accommodation benefit is £500 per **claim**.

#### **Caravans and trailers**

In the event of a **breakdown** where **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **we** will also pay for the caravan/trailer to be recovered with the **vehicle**.

3/03/2025 4

#### **Keys**

If you lose, break, or lock your vehicle keys within your vehicle within the territorial limits (UK), we will pay the callout and mileage charges back to the recovery operator's base or your preferred destination if closer. All other costs incurred, including any specialist equipment needed to move the vehicle or secure storage costs will not be covered.

#### Misfuel assist

In the event **your vehicle's** fuel tank is filled with the incorrect type of fuel within the **territorial limits** (UK), **we** will pay up to £250 (inclusive of VAT) towards:

- a fuel drain and flush to be completed at the roadside; or
- the recovery of your **vehicle** and **passengers** to the nearest **suitable repairer** (within 10 miles) and their reasonable costs to drain and flush **your vehicle's** fuel tank; and
- 5 litres of correct fuel.

Occasionally misfuelling a **vehicle** can cause extensive damage which a fuel drain and flush will not rectify. This policy does not cover repairs for damage.

## **Driver illness/injury**

If **you** are unable to continue **your** journey within the **territorial limits (UK)** due to illness or injury to the driver of the **vehicle**, **we** will pay up to £500 in total towards:

- the cost of hiring an alternative driver to return the **vehicle** to **your** nominated destination within the **territorial limits (UK)**; or
- the recovery of the vehicle to your nominated destination within the territorial limits (UK);
   and
- if any **passengers** are unable to accompany the **vehicle**; the reasonable alternative transport costs for the **passengers** to reach the same destination as the **vehicle**.

Payment of this benefit will be contingent upon your providing **us** with a medical certificate proving **you** are unable to drive. No more than £500 will be paid in relation to a **claim** made under this benefit.

#### 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.

# National recovery

If **you** have opted and paid for **National recovery** it includes the same benefits as **Basic recovery**, with the addition of **National recovery**.

If **your vehicle** cannot be repaired by a **suitable garage** within the same working day, **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the **home address**, or if **you** would prefer and it is closer, **your** preferred destination within the **territorial limits (UK)**.

If the **vehicle** requires recovery, **you** must immediately inform our **rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Recovery of **your vehicle** and **passengers** required must take place at the same time as the initial callout otherwise **you** will have to pay for additional **callout** charges. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk and no further recovery costs will be covered in relation to the **claim**.

## Home assistance

If **you** have opted and paid for **Home assistance**, it includes all of the same benefits as **National recovery**, with the addition of **Home assistance**.

In the event of a **breakdown** at or within a one-mile radius/straight line of **your home address**, **we** will pay for a **recovery operator** to attend the **breakdown** and where they deem appropriate, they will spend up to 60 minutes to try and repair the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside, or at **your home address**, **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair. Any recovery of **your vehicle** and the **passengers** required must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

## General notes

#### **Reclaim Procedure**

All benefits may be offered on a pay/claim basis which means that you must pay initially and we will reimburse you. If a benefit is not offered on a pay/claim basis but you would prefer to make your own arrangements, please notify our rescue co-ordinator. Before paying for any services which you intend on reclaiming, authorisation must be obtained from our rescue co-ordinator. Please send copies of any itemised receipt(s) to reimbursements@call-assist.co.uk and we will reimburse valid costs once these have been verified/processed by us. When we are reimbursing costs settled in a currency other than pound sterling (GBP), payment will be made in accordance with the exchange rate on the date of the claim.

#### Uninsured service

**We** can usually provide assistance for services which are not covered under this insurance 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 immediately by contacting Hedgehog. Please provide them with **your** policy number, the new registration, make, model and colour of **your vehicle** and the date **you** wish to make the change.

#### Discussing your policy

Should **you** wish to discuss any aspect of **your** policy, **you** can contact Hedgehog Insurance using any of these options:

Mail: Rostella, 9th Floor, Capital Tower, Greyfriars Road, Cardiff, CF10 3AG.

Email: help@hedgehoginsurance.com

Online: www.hedgehoginsurance.com/contact

## **Governing law**

This policy will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

#### Language

The contractual terms and conditions, communication and other information relating to this contract will be in the English language.

#### 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 either by a separate garage or a **recovery operator** at their premises are provided under a separate contract, which is between **you** and the repairer.

## Signing documentation

**You** may be asked to sign documents by the **recovery operator** which relate to the service being provided. Whilst **you** are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until **you** have read and understood the content in full. Often, in signing such documentation, **you** will be confirming **your** satisfaction with the service provided by the **recovery operator** and that proper care has been taken with **your vehicle**. In the event **you** require assistance with understanding such documents or **you** have not been satisfied with the service provided by the **recovery operator**, please contact us on 01206 812760 prior to signing.

#### **Estimated arrival times**

Where **we** arrange for a **recovery operator** to attend **your vehicle**, **we** will provide an estimated time of arrival. Please note this estimate can change based on the availability of **recovery operators** at the time. **We** cannot guarantee the arrival of a **recovery operator** within a specified amount of time. If **you** would prefer to organise **your** own assistance, please obtain authorisation from **our rescue co-ordinator** before arranging this.

#### **Emergency repairs**

Emergency repairs undertaken at the roadside by **recovery operators** cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance, it is not always possible for **recovery operators** to accurately diagnose the fault with the **vehicle** or state whether the **vehicle** is in a roadworthy condition or otherwise safe to drive. **Recovery operators** are not instructed to conduct **vehicle** health inspections.

03/03/2025 7

## **Definitions**

#### **Accident**

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

#### **Breakdown**

An electrical or mechanical failure, lack of fuel, misfuel, flat battery, **accident** or puncture to the **vehicle**, which immediately renders the **vehicle** immobilised.

#### **Callout**

The deployment of a **recovery operator** to **your vehicle**.

#### Claim

Each **breakdown** or similar incident resulting in **us** paying **you** or a supplier (or both) for costs covered by this policy.

## **Home address**

The last known address within the **territorial limits (UK)** recorded on **our** system where **your vehicle** is ordinarily kept.

## Optional extras policy schedule

The document provided by Hedgehog when **you** purchased this policy detailing the **period of insurance**, eligible **vehicle**(s), and type of cover which can be found at <a href="https://www.hedgehoginsurance.com">www.hedgehoginsurance.com</a>.

#### **Passengers**

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

#### Period of insurance

The duration of this policy as indicated on **your optional extras policy schedule** for a period not exceeding twelve months.

#### **Recovery operator**

The independent technician **we** appoint to attend the **breakdown**.

#### Rescue co-ordinator

The telephone operator employed by **us**.

### **Specialist equipment**

Non-standard apparatus or recovery vehicles which in the opinion of the **recovery operator** are required to safely recover the **vehicle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

## Suitable garage

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

## **Territorial limits (UK)**

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

### Us, We, Our

In respect of handling **your claim**: Call Assist Limited.

#### **Vehicle**

The **vehicle**(s) specified on **your optional extras policy schedule** as being eligible for this cover.

## You, Your

The policyholder or any person driving the **vehicle** with **your** permission.

## **Exclusions**

## Applying to all sections unless otherwise stated

This insurance does not cover the following:

- 1. a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard 50mm tow ball coupling hitch.
  - b) **Breakdowns** or **accidents** to the caravan or trailer itself.
- 2. Assistance following an **accident**, theft, attempted theft, fire, or vandalism.
- 3. Any **breakdown** occurring or reported within 24 hours of the time the policy was purchased, amended or upgraded. The 24 hour inception delay does not apply when renewing a policy.
- 4. Any costs incurred to attend the **vehicle** due to faults with electric windows, sun roofs, broken windows/windscreens or locks not working which prevent the **vehicle** from being parked securely, unless the fault occurs during the course of a journey and **your** safety is compromised.

9

- 5. **Breakdowns** caused by a failure to maintain the **vehicle** in a roadworthy condition including the routine servicing of the **vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
- 6. Costs incurred in addition to a standard **callout** and recovery further than 10 miles where service cannot be undertaken at the roadside because the **vehicle** is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles, scooters or **vehicles** which are not able to carry spare wheels or where the aerosol repair kit cannot repair the puncture.
- 7. **Specialist equipment**, additional manpower and/or recovery **vehicles**, or a recovery further than 10 miles from the scene of the **breakdown** if your **vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
- 8. More than six **claims** per insured **vehicle**. Should **you** change **your vehicle** midterm, the number of **claims** provided to the previous **vehicle(s)** will be carried forward
- 9. **Claims** totalling more than £15,000 in any one **period of insurance**.
- 10. **Breakdowns** caused by overloading or where the **vehicle** is overloaded or carrying more **passengers** than it is designed to carry.
- 11. Any subsequent **claims** 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**.
- 12. The recovery of the **vehicle** and **passengers** beyond the nearest **suitable garage** if repairs can be carried out within the timescales described within this policy, irrespective as to whether **you** have adequate funds for the repair or wish to **claim** under a warranty.
- 13. Any **vehicle** which is not listed on **your policy schedule** as being eligible for **breakdown** cover with **us**.
- 14. Any request for service if the **vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
- 15. **Vehicles** with refrigerated loads, livestock, or hazardous chemicals, buses, coaches, minibuses, limousines or vehicles with more than ten seats, motorhomes, horseboxes, or agricultural machinery.
- 16. Assistance if the **vehicle** is dangerous to transport or cannot lawfully be driven on the public highway, for example where the **vehicle** isn't roadworthy, insured, taxed (unless exempt) or doesn't hold a valid MOT (unless exempt).
- 17. The cost of any parts, components or materials used to repair the **vehicle**. If the **vehicle** can be repaired at the roadside, **you** can either pay for any parts supplied and fitted or pay for the **vehicle** to be recovered.
- 18. Repair and labour costs other than up to 60 minutes roadside labour at the scene of the **breakdown**.
- 19. The use of **specialist equipment** occasionally required because the **vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
- 20. Storage charges.
- 21. Any **breakdown** occurring or reported outside the **period of insurance**.
- 22. Any **breakdown** that occurred before the **vehicle** was placed on cover, or before the policy was upgraded.

- 23. Any costs (including Police/Statutory Removal Fees) which were not expressly agreed by **us** prior to being incurred. **We** reserve the right not to authorise costs where **we** can make arrangements more cost effectively.
- 24. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
- 25. Any damage or loss to the **vehicle** or its contents (including any personal possessions, loads, tools and equipment). **We** cannot guarantee response/recovery times and it is **your** responsibility to manage the **vehicle's** contents at all times. **You** should notify **us** if **you** need more time to remove any contents prior to the **vehicle** being recovered.
- 26. Nothing in this policy limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
- 27. Any cost that would have been incurred if no **claim** had arisen.
- 28. The cost of fuel, oil or other consumable when hiring a **vehicle**.
- 29. Overnight accommodation or Alternative Travel charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
- 30. Transport costs to collect the **vehicle** once it has been inspected or repaired (unless expressly covered under applicable Alternative Travel benefit) or recovery of the **vehicle** once it has been inspected or repaired.
- 31. **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 any loss of earnings, missed appointments, loss in value of goods carried, or loss of income.
- 32. Any cost incurred as a result of **your** failure to remain contactable or comply with reasonable requests by **us** or the **recovery operator** concerning the assistance being provided.
- 33. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
- 34. Fines and penalties imposed by courts.
- 35. Any cost recoverable under any other insurance policy that **you** may have. **You** agree to assign **your** rights of recovery against any third party for **claims** costs paid by **us** in relation to this policy and **you** shall co-operate with **us** to achieve this where reasonably required.
- 36. 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 fuel or 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, riot, rebellion, revolution, military or usurped power.
- d) The result of interplanetary coronal mass ejection.
- e) Large scale computer malfunction or malicious cyber activity.
- 37. Any **breakdown** of a **vehicle** bearing trade plates or where **we** have reason to believe the **vehicle** has just been imported, purchased at auction or where **we** believe the **vehicle** is being transported in connection with the motor trade e.g. to or from an auction house.
- 38. **We** shall not provide cover or be liable to pay any **claim** or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

11 11

## General conditions

## Applying to all sections

- 1. **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.
- 2. The details of **your** cover may not reach **us** by the time assistance is required. In this unlikely event, **we** will assist **you**, however before assistance can be provided **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **we** receive confirmation that **you** have adequate cover the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate cover **we** will take payment for any uninsured **costs**<sub>25</sub>
- 3. The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
- 4. 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**.
- 5. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
- 6. **We** have the right to refuse to provide the service if **you** or **your passengers** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue co-ordinators** or the **recovery operator**.
- 7. The **vehicle** must be registered to and ordinarily kept at an address within the **territorial limits (UK)** and **you** must be a permanent resident within the **territorial limits (UK)**.
- 8. **Vehicle**(s) must be located within the **territorial limits (UK)** when cover is purchased and commences.
- 9. If in **our** opinion the **vehicle** is beyond economical repair or the cost of the **claim** is likely to exceed the **market value** of the **vehicle** in its current condition following the **breakdown**, **we** have the option to pay **you** the **market value** of the **vehicle** in its current condition and pay **your** transportation costs to **your home address**. It will be **your** responsibility to apply for a Certificate of Destruction or other such document and **you** will be required to pay for any storage costs whilst this is obtained. If **you** would prefer the **vehicle** to be transported to **your home address** or original destination, this can be arranged but **you** will need to pay any costs which exceed the **market value** of the **vehicle** in its current condition. If the **vehicle** is beyond economical repair, **you** will have one week to advise **us** of how **you** wish to transport or dispose of the **vehicle**. If **you** do not contact **us** within one week **you** consent to **us** to dispose of the **vehicle**.
- 10. If **we** are able to repair **your vehicle** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
- 11. 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.
- 12. **We** may decline service if **you** have an outstanding debt with **us**.
- 13. If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** will need to **claim** these costs and reimburse **us**. **We** reserve the right to **claim** back any costs that are recoverable through a third party.
- 14. **Recovery operators** comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting your **vehicle**.

- 15. The transportation of livestock (including dogs) will be at the discretion of the **recovery operator.** We will endeavour to help arrange alternative transport but **you** will need to pay for this service immediately by credit or debit card.
- 16. 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. If **you** are unable to make a connection on any of the numbers provided, please call **01603327180**.
- 17. The policy is not transferable.
- 18. The **breakdown** cover will end if/when the underlying motor insurance policy lapses, or is cancelled.

# Renewing and cancelling your policy

## Cancellation by you

This policy has a cooling off period of 14 days from the time **you** receive this information or **your** policy start date, whichever is the latter. If **you** do not wish to continue with the insurance, **we** will provide a refund of **your** insurance premium paid, providing no **claim** has been made. **You** may cancel **your** policy after the 14 day cooling off period but no refund of **your** insurance premium is available. A refund of premium is not available if the **period of insurance** of the policy is for a period of less than one month.

## Cancellation by us

**We** have the right to cancel this policy at any time by sending 7 days notice to the **home address** however **we** must have valid reasons for doing so. Valid reasons include but are not limited to:

- Suspected or proven fraud;
- Non-payment of premium when it is due;
- **We** discover **you** are no longer eligible for cover with **us** or a **vehicle** isn't being used in accordance with the policy wording;
- If **you** are threatening or abusive to **our** staff or the people **we** instruct to assist with **your breakdown**, including the **recovery operators**; or
- It is evident **you** have failed to maintain the **vehicle** in a roadworthy condition including not having the **vehicle** routinely serviced in accordance with the manufacturer's recommendations.

In such situations, providing no **claim** has been made within the first 6 months from the inception date of **your** policy, **we** will refund **your** premium in full. Where **you** have received a service or where the policy has been in force for a period of more than 6 months, no premium refund will be available to **you**. Cancelling **your** policy will be in addition to any other legal rights **we** may have.

## Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy; or
- Falls to reveal or hides a fact likely to influence the cover **we** provide; or
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false; or
- Sends us or anyone acting on our behalf a document, knowing the document to be forged or false; or
- Makes a **claim** under the policy, knowing the **claim** to be false, dishonest, exaggerated or fraudulent; or
- Makes a **claim** for any loss or damage **you** caused deliberately or with **your** knowledge.

**We** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent **claim**. **We** may also take legal action against **you** and inform the appropriate authorities, and record **your** details on shared anti-fraud databases.

# Complaints procedure

Any complaint **you** have regarding **your** policy should be addressed to Call Assist Ltd using any of the options below:

Mail: Axis Court, North Station Road, Colchester, Essex CO1 1UX

Email: customerservices@call-assist.co.uk

Telephone: **01206771788** 

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 acknowledgment 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: **08000234567** (free from landlines) or **03001239123**.

email complaint: <u>info@financial-ombudsman.org.uk</u>.

For further information, You can also visit the website: www.financial-ombudsman.org.uk.

# Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** 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 **08006781100** or by visiting <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

03/03/2025 14

## Your data

Hedgehog Insurance ("Distributor") collects and maintains personal data as an independent Data Controller in order to administer this policy.

Call Assist Ltd ("Call Assist") collects and maintains personal data as an independent Data Controller in order to provide the services detailed within this policy wording.

Collinson Insurance ("Insurer"), the insurer of this policy, also acts as an independent Data Controller.

Please note that all personal data that is held by the data controllers is safeguarded with appropriate levels of security and in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other applicable laws, in addition to any successor or replacement legislation relating to the processing of personal data.

## **Hedgehog privacy policy**

The Hedgehog privacy policy can be found online. Visit www.hedgehoginsurance.com/privacy.

## **Call Assist privacy policy**

The details provided here are only a summary of how **we** are processing **your** personal details. For **our** full privacy policy please follow this link <u>www.call-assist.co.uk/privacy-policy</u>. Enquiries in relation to data held by **us** should be directed to the Data Protection Officer, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.

### **Sharing your information**

**We** will only share **your** information in the following circumstances:

- It has been authorised by you;
- It is with regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), Financial Services Authority ("FSA"), and the Financial Services Commission ("FSC");
- It is with fraud prevention and credit reference agencies;
- It is required by law;
- It is being provided to recovery operators or other suppliers as required to fulfil our
  contractual and legal obligations in this Policy Wording. In these circumstances, your
  personal data will be limited to the minimum ordinarily required for service provision.

Additionally, these suppliers will only be able to use **your** data to provide the specific services described in this Policy.

## **Your rights**

Under the terms of data protection legislation, **you** have a number of rights in relation to the information **we** hold about **you**. This includes the right to:

- Ask for a free copy of any personal data we hold about you;
- Ask for correction of any inaccurate information held;
- Withdraw any permission **you** have previously given to **us** to process **your** personal data except where this is critical to **us** fulfilling our contractual and legal obligations;
- Complain to the Information Commissioner's Office if you are not satisfied with our use of your data;
- Ask for **your** personal data to be deleted from **our** system/database. Please note that there are times when **we** will not be able to delete **your** data. This may be as a result of **us** fulfilling **our** legal and regulatory obligations, or where there is a minimum statutory period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Should **you** wish to exercise any of **your** rights under the data protection legislation, please direct **your** enquiry to the Data Protection Officer, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX; email <a href="mailto:DPO@call-assist.co.uk">DPO@call-assist.co.uk</a>.

## **Collecting your information**

**We** will collect a variety of information about **you** including **your** personal data such as **your** name, address, contact details and date of birth.

**We** receive **your** information from Hedgehog as part of **our** business contract with them and from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; and firms, loss adjustors and/or suppliers appointed in the process of handling a **claim**.

### **Using your information**

The main reason **we** process **your** personal data is to manage **your** policy which may include handling a **claim** or issuing documentation to **you**. **We** will also use **your** data where **we** feel there is a justifiable reason for doing so for example: to collect information regarding **your** past policies; carry out research and analysis (including profiling); and record and monitor calls.

### **Keeping your information**

**Your** data is considered to be an important asset to **us**, and as such, **we** make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures **we** take to keep **your** data secure include, but are not limited to:

- Making regular backups of files;
- Protecting file servers and workstations with virus scanning software;
- Using a system of passwords so that access to data is restricted;
- Allowing only authorised staff into certain computer areas;
- Using data encryption techniques to code data when in transit;
- Ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

## Use and storage of your information

In most circumstances, **we** will retain **your** personal data for a maximum of seven years from the end of the insurance policy, in line with legal and regulatory requirements. **Your** data may be transferred to, stored or processed outside the European Economic Area (EEA).

**We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where **we** have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

# Service provider, insurer and policy administrator

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

The policy is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

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

Hedgehog Limited is the intermediary offering products and services from various insurers to meet **your** needs and is authorised and regulated by the Gibraltar Financial Services Commission (permission number 23626), and subject to limited regulation by the Financial Conduct Authority under firm reference 845706. Hedgehog Limited is registered in Gibraltar (Company Number: 115412.

## **Call Recording**

To help **us** provide a quality service, **your** telephone calls may be recorded for training and monitoring purposes.