



# Policy Wording



[www.breakdownassist.co.uk](http://www.breakdownassist.co.uk)

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## Introduction

### The Insurer

Your policy is arranged by QDOS Insurance Services Ltd trading as Breakdown Assist (Financial Services Register No. 472167), on behalf of Bastion Insurance Company Limited. Bastion Insurance Company Limited is registered 4th Floor, Development House, St Anne Street, Floriana, FRN9010, Malta and is authorized and regulated in Malta by the Malta Financial Services Authority and is permitted to issue policies in the UK by the UK Financial Conduct Authority under FCA number 446703. As of 1<sup>st</sup> January 2021 Bastion Insurance Company Limited has entered into the UK Temporary Permissions Regime.

### Insurance Policy

This is Your policy wording. It is only valid when coupled with Your purchase confirmation email. These two documents make up Your insurance contract between you and the insurer. Please keep these documents in a safe place. We recommend that you review Your cover periodically to ensure that it continues to meet Your needs.

### Claims

QDOS Insurance Services Ltd trading as Breakdown Assist (Financial Services Register No. 472167) are authorised by Bastion Insurance Company Limited to handle all claims under this insurance policy.

### Cancellation

In line with Our statutory obligations You may cancel this insurance policy within 14 days of receiving it. Should You choose to cancel Your Policy within 14 days of renewal You may be charged a fee, please see <https://www.qdosinsurance.co.uk/docs/TOBA.pdf> for full details. Providing no claims have been made against the Policy then a refund of your premium will be issued. Full details of the process and timeframes are offered when requesting a cancellation at [www.breakdownassist.co.uk](http://www.breakdownassist.co.uk). Should You choose to cancel Your policy after the 14-day cooling off period We will not make a refund. To cancel Your insurance policy, please use our Customer Service portal at <https://www.breakdownassist.co.uk>.

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 14 days' notice in writing to the email address provided at point of purchase. Valid reasons for cancellation may include, but are not limited to:

- Fraud,
- Non-payment of Policy premium,
- Threatening, abusive, racist or xenophobic behaviour towards staff or employees,
- Non-compliance with Policy terms and conditions,
- Failure to reveal or hide facts which may influence our acceptance of Your Policy and/or Claim,
- Deliberately misrepresent facts to us, be deliberately dishonest or grossly exaggerate, or forge fraudulent information/documentation in order to influence our acceptance of Your Policy and/or Claim.

Please note that the 14 day cancellation period does not apply to European single trip policies of less than 30 days duration, or where you have started a journey prior to exercising your rights to cancel.

### Renewals

We will write to You before Your Policy expires with full details of Your premium along with the terms and conditions for the next Policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

## Eligibility for cover

If Your Vehicle suffers a Breakdown which occurs during the course of a journey, we will provide assistance for any Breakdown in accordance with the policy wording and dispatch costs involved for either the roadside assistance and/or recovery to the nearest Suitable Garage (not including parts and labour) during the period of cover and within the territorial limits.

We will provide cover if:

1. You have met all the terms and conditions within this policy.
2. The information provided to Us, as far as You are aware, is correct.

The driver of the Vehicle must remain with or nearby the Vehicle until help arrives. You must be contactable at all times during the course of Your Breakdown. You must not leave Your Vehicle, or turn Your Phone off whilst assistance is being arranged and provided.

In order to raise a claim with us a claim form will need to be completed over the telephone. To do this we will require the following information:

1. Your Policy Number,
2. Your vehicle's make, model and registration number,
3. The exact location of Your Vehicle including a Post Code,
4. The Nature of Your fault,
5. Telephone number we can contact You on at all times.

Recovery will be dispatched to the location given to us.

In order to raise a claim for a flat tyre, We require that You have on Your possession the following:

1. The locking wheel nut key and,
2. A fully serviceable spare, or space saving, wheel.

If you have an aerosol kit, and require assistance, the QDOS operator may provide telephone support on how to self-administer the kit as required.

In the event of a Breakdown a message forwarding service is available. We can contact someone on Your behalf to inform them of Your Breakdown should You require. Attendance by a Breakdown Agent cannot be used as a reason by Your or any other driver of Your Vehicle to avoid the cost of repairing Vehicle.

## Definitions

Any word defined below will have the same meaning wherever it appears in this policy.

**Accident** - a collision immediately rendering the Vehicle immobile or unsafe to drive.

**Breakdown** - an electrical or mechanical failure which immediately renders the Vehicle immobile.

**Broker** - means the insurance intermediary who sold You this policy and who is named in Your insurance schedule.

**Claims Handler** - means Policy Excess Insure Ltd trading as PEX Insure.

**Europe** - Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia and Montenegro, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of Bosphorous), and Vatican City.

**Excess** – If You included the excess option when You purchased your Policy, You will have to pay the first £35 of each Roadside Emergency claim. Payment will be taken when you call to make a claim. Payment must be made with a debit or credit card. An excess payment is required for each claim.

**Fault** – a break or other defect in an electric circuit or piece of machinery resulting in the immobilisation of Your Vehicle.

**Immobile** – means not moving, motionless, incapable of moving and/or being moved.

**Limp Mode** – means the safety feature built into Your vehicle to protect the engine from potential damage. The Limp Mode feature limits Your vehicle’s speed in the event of an engine diagnostic query being raised by Your onboard computer.

**Mechanical** – means the moving parts of a vehicle.

**Mitigate** - the principle in law that a party who has suffered a loss has to take reasonable action to minimize the amount of loss suffered thereby accepting the cheapest and most economic claims outcome possible as dictated by the Claims Handler.

**Misfuelling** – means accidentally and involuntary filling Your Vehicle’s fuel tank with inappropriate fuel.

**Mobile** – means capable of moving forwards and backwards

**Repairs** – Any repairs undertaken during a Roadside Assistance are deemed to be temporary in nature only. Following a Repair Your Vehicle must be taken immediately to a garage for permanent repairs to be made.

**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** - means England, Scotland, Wales, Northern and Southern Ireland.

**Unique** - limited to a single fault. Where the same fault occurs twice, We may only respond where You can prove that the original fault was rectified by a Suitable Garage and evidenced in writing. In the event of a Breakdown You may be required to choose from Roadside Assistance or a Local Recovery. Acceptance of either Roadside Assistance or Local Recovery may be deemed acceptance of the single fault. Any follow up calls for assistance may be considered second faults for the purposes of this policy

**Vehicle** - means the car, light van or motorcycle detailed on Your certificate of insurance, which does not exceed 3,500kg (3.5 tonnes) gross weight, 5.18 metres (17 Feet) length, 1.95 metres (6 feet 3 inches) width and 2.44 metres (8 Feet) height.

**We/us/our/ The Company** – means QDOS Insurance Services Ltd trading as Breakdown Assist (Financial Services Register No. 472167), on behalf of Bastion Insurance Company Limited.

**You/Your** - means the person who took out this policy and is named as the Policyholder.

## Breakdown – Cover Levels

The following benefits, as defined below apply to each of the following cover types where an X is indicated:

	Local	National	Full UK	UK & Europe
Local Recovery	X	X	X	X
National Recovery		X	X	X
Roadside Assistance	X	X	X	X
Home Assistance			X	X
Cover in Europe				X
Alternative Travel			X	X
Overnight Accommodation			X	X
Misfuel & Out of Fuel	X	X	X	X

### Roadside Assistance

We will arrange to send roadside assistance to the scene of the of the Breakdown and arrange to pay call out fees and mileage charges needed to repair or assist with the Vehicle. Any repairs undertaken during a Roadside

Assistance are deemed to be temporary in nature only. Following a Repair Your Vehicle must be taken immediately to a garage for permanent repairs to be made.

If, in the opinion of Our Breakdown and recovery operator, they are unable to repair the Vehicle at the roadside We may assist by providing Local or National Recovery as required.

### Local Recovery

Cover applies within the Territorial Limits, more than one mile from your home address. We may arrange for You, Your Vehicle, and up to 4 passengers to be recovered to the nearest Suitable Garage within 15 mile radius.

### National Recovery

Cover applies within the territorial limits, more than one mile from Your home address. If Local Recovery is not possible at the time of the Breakdown, or Your Vehicle cannot be repaired same day, We may arrange for You, Your Vehicle and up to 4 passengers to be transported to Your home or original destination within the territorial limits.

### Home Assist

Cover applies within the territorial limits at Your home address. We may arrange to provide Roadside Assistance. If however, in the opinion of Our Breakdown and recovery operator, they are unable to repair the Vehicle at the roadside We may assist by providing Local or National Recovery as required.

### Misfuelling/Out of Fuel

Cover applies for a local recovery only to the closest garage or fuel station, within 15 miles, where you have misfuelled your vehicle or run out of fuel. Cover does not apply the drainage of your fuel tank, nor the repair of your vehicle.

### Onward Travel

Onward travel benefits only apply where the Breakdown location is more than 50 miles from Your home address or original destination within the Territorial Limits. Once Your Vehicle has been Locally Recovered to the nearest Suitable Garage, if the repair cannot be made within the same day, instead of National Recovery We may instead organise one or more of the following:

- Rail, bus, coach, or equivalent costs of more convenient travel, to enable You and Your passengers to continue Your journey to your home or original destination within the territorial limits.
- Overnight hotel or bed and breakfast accommodation, up to £75 (including VAT) per person and up to £250 in total. Overnight accommodation may only be used under this policy section where we have arranged for Local Recovery of Your Vehicle to a Suitable Garage where repairs are being undertaken.
- A hire car during the time your Vehicle is undertaking repairs. Where available, this may be an equivalent Vehicle at Group A up to a maximum of £50 per day for up to 2 days in total. You must be able to satisfy any requirements of the Vehicle hire company, and You may be responsible for any standard charges such as excess and fuel. A hire Vehicle may only be used under this policy section where we have arranged for Local Recovery of Your Vehicle to a Suitable Garage where repairs are being undertaken.

Please note that onward travel benefits operate on a pay & reclaim basis. Please obtain an invoice and receipt and submit this as part of Your claim to [enquiries@qdosinsurance.co.uk](mailto:enquiries@qdosinsurance.co.uk).

### Cover in Europe

Roadside assistance, local recovery and onward travel benefits in this section are extended to Europe up to 31 days per trip. Each trip must start and finish at Your home address. You must notify us of Your intention to travel prior to Europe prior to Your departure in order to be covered. Where the distance of recovery from Your

location to a Suitable Garage, Your home address or Your original destination is greater than 50 miles, you may be required to pay the additional mileage charges to the operator prior to the recovery.

If you have purchased European single trip cover, the terms of this policy will apply only for the period of cover confirmed in your schedule. Breakdown assistance in the UK will be provided only as part of the trip to Europe which starts and finishes at Your home address. The European single trip policy will not cover journeys solely within the UK.

### Breakdown on French Motorways

Motorways in France are privately managed. If You Breakdown on a French motorway or motorway service area, We cannot arrange for assistance to be sent to You.

In the event of a French Breakdown, you must:

1. Get to an emergency telephone box. Press the button and the police may send assistance to Your location.
2. If You are using a public phone, dial 17 or, from a mobile phone, dial 112.
3. Once You have been towed off the motorway/service area, please call Us further assistance.

### Callout Limit

You are covered for unlimited call outs, subject to the policy indemnity limit.

### Indemnity Limit

Our liability in any one Insurance year, under this section, will be limited to £2,500.

## Breakdown – General Conditions

The following terms and conditions apply to all sections of this policy:

- i. 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 the Claims Handler or Our Breakdown and recovery operators.
- ii. In the event that a recovery agent is deployed to You, should You cancel the agent mid-route for any reason, We reserve the right to deny any repeat calls for assistance for the same event and You will lose a call out from Your policy.
- iii. You must be able to evidence that You have used Your vehicle within the last 30 days.
- iv. If, in Our opinion, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may cancel Your policy,
- v. In the event You use the service and the fault is subsequently found not to be covered by the policy You have purchased, or the cover is invalid, We reserve the right to reclaim any monies from You in order to pay for the out of cover service.
- vi. Where a recovery is required to a garage, We will hold the sole dictation on the garage We dispatch Your vehicle to. In the first instance You are at liberty to nominate Your preferred garage within the mileage radius. If You refuse to do so, We will choose a garage for You. Where Your Vehicle is recovered to a garage We do not take responsibility for any delays which may occur for parts delivery or repair times.
- vii. Repairs must be carried out if the Vehicle is recovered to a Suitable Garage and they can repair the Vehicle. You must have adequate funds to pay for the repair immediately. If the Vehicle cannot be repaired same day, and it is necessary to transport Your Vehicle onward, We may take Your Vehicle Home.
- viii. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. Onward Travel and Overnight Accommodation claims are handled on a strict reclaim basis.
- ix. Where Roadside Assistance has been successfully provided, You must take Your Vehicle to a Suitable Garage immediately to have the fault rectified. You must obtain proof of the rectification and provide this to Us upon request. Failure to do so will result in repeat Claims for the same fault being denied.

- x. We reserve the right to recover Your immobilised Vehicle in accordance with and subject to any legislation, which affects drivers' working hours including but not limited to the COVID19 Lockdown Regulations.
- xi. The transportation of livestock (including dogs) will be at the discretion of the Breakdown and recovery operator. Alternative transport can be arranged but You will need to pay for this service immediately by credit or debit card.
- xii. 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.
- xiii. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.

## Breakdown – General Exclusions

This policy will not apply for any claim caused by, arising from, or relating to, the following:

- i. Any Breakdown assistance within 72 hours of purchase unless Your Policy has been renewed with Us.
- ii. Battery, Ignition or Electrical faults within the first 30 days of the commencement of the policy.
- iii. Vehicles not registered with Us, including failure to update with Us Your Vehicle details such as Make, Model and Registration Number.
- iv. Vehicles in Limp Mode.
- v. Repatriation of Your vehicle from Europe.
- vi. Use of vehicles used for professional means, business or trade such as delivery or taxi drivers.
- vii. Any claims relating to the following:
  - a. Vehicles exceeding 3,500kg (3.5 tonnes) in weight.
  - b. Vehicles more than: 5.18 metres (17 Feet) long, 1.95 metres (6 feet 3 inches) wide and 2.44 metres (8 Feet) height.
- viii. Breakdown caused by failure to maintain the Vehicle in a roadworthy condition including maintenance of proper levels of oil, water or tyres. Our Claims Handler will consult the MOT database to verify information.
- ix. The cost of draining or removing contaminated fuel.
- x. Any Breakdown occurring outside of the territorial limits or Europe, as determined by the cover shown on Your purchase confirmation email.
- xi. Any costs should You opt to use an alternative Breakdown and recovery provider.
- xii. Any Claim not notified and authorised prior to expenses being incurred, or any costs or expenses not authorised by Our rescue controller.
- xiii. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
- xiv. Any Breakdown where service cannot be affected because the Vehicle does not carry a spare wheel, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
- xv. Assistance whereby Your Vehicle dashboard warning lights are activated, however Your Vehicle has not broken down and is not immobilised.
- xvi. Any Breakdown involving or relating to a caravan or trailer
- xvii. Minibuses, limousines, horseboxes, motor homes, campervans or converted Vehicles providing living accommodation.
- xviii. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Breakdown within an agreed time by Us.
- xix. 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.
- xx. Any request for service if the Vehicle is being used for motor racing, rallies, contest, speed trial or practice for any if these activities.
- xxi. Overloading of the Vehicle or carrying more passengers than it is designed to carry.
- xxii. The charges of any other company (including police recovery) other than Our Breakdown and recovery operator or of car hire or accommodation charges except for those authorised by Us.
- xxiii. 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.



- xxiv. 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.
- xxv. Subsequent call outs for any symptoms related to a claim which has been made, unless Your Vehicle has been fully repaired at an approved garage.
- xxvi. Failure to comply with requests by the Claims Handler or our Breakdown and recovery operators concerning the assistance being provided.
- xxvii. 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 a 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. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
  - d. Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
- xxviii. Any claim for fines or penalties imposed by courts.
- xxix. Any claim for miscellaneous costs, such as but not limited to telephone calls, ferry or toll charges, food and drink.
- xxx. The cost of any replacement parts or labour.
- xxxi. Any additional charges incurred as a result of any aftermarket modification to Your Vehicle.
- xxxii. Any cost recoverable under any other insurance policy that You may have.
- xxxiii. Claims exceeding the indemnity limit during the period of cover.
- xxxiv. Any storage charges following a Breakdown.
- xxxv. 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.
- xxxvi. Assistance if the Vehicle is deemed to be illegal, such as Vehicles without a valid MOT certificate, untaxed, uninsured, unroadworthy or dangerous to transport.
- xxxvii. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your home once it has been inspected or repaired.
- xxxviii. Any cost that would have been incurred if no claim had arisen.
- xxxix. A request for service following any intentional or wilful damage caused by You to Your Vehicle.
  - xl. Any winching charges or the use of specialist equipment.
  - xli. The cost of a locksmith if You lose, break or lock Your keys in Your Vehicle.
  - xlii. Any claim if the Vehicle suffers a Breakdown at a motor trader's premises or garage offering Vehicle repair.
  - xliii. The cost of a glass or tyre specialist. We will arrange for Your Vehicle to be taken to a nearby Suitable Garage for assistance, but You will have to pay for any work carried out on the Vehicle. Any other recovery may be arranged but You will be liable for any additional costs.
  - xliv. Any false or fraudulent claims.

## Claims Process

Please note that Your Breakdown Policy is an Insurance Policy and is not a Service Policy. This means that in order to obtain assistance an insurance claim must be made. This means that every Breakdown claim made requires the Claims Handler to complete on Your behalf a relevant claims form, which must be approved before authorisation can be given to deploy assistance. We will take Your first version of events as being the claimed version of events, and attempts to change Your claims circumstances thereafter will be treated as misrepresenting Your claim in order to gain access to finance services through deceptive means. Please note that only Vehicles which have passed the mobility test (i.e. immobile vehicles) will be provided with a positive claims outcome.

If Your Vehicle breaks down, please call our 24-hour Control Centre on: 0203 745 2812 – option 1. We will take Your details and ask You to remain by the telephone You are calling from. Once We have raised Your claim, should it be met with a satisfactory outcome, we will make all the necessary arrangements for You. Please note that the Claims Handler will hold the sole dictation on the Claims Handling of Your Breakdown Claim and as this is an Insurance Policy You are under the general obligation to Mitigate Your losses wherever possible. Should

Your Claim be accepted, We will contact You to advise who will be coming out to You and how long they are expected to take. Your mobile phone must be switched on and available to take calls at all times.

We will text you a copy of our customer service charter, which explains our breakdown process, and will confirm by text which contractor We have instructed to assist You. Claims must be notified to Us within 6 hours of the Breakdown occurring. Please note that we do not warrant for turn arounds for our contractors to arrive on scene. We use a wide panel of contractors and the time of arrival can vary depending on traffic and weather conditions. The average estimated time of arrive You can expect is between 60 and 90 minutes but on occasion recoveries can take longer or shorter than this through no fault of Us. We do ask Your patience whilst a contractor is being deployed. We will endeavour to keep You updated throughout on the Contractors latest update.

Please remember to guard Your safety at all times but remain with or nearby Your Vehicle until Our Breakdown Contractor arrives. Once the Breakdown Contractor arrives at the scene please be guided by their safety advice. If You are broken down on a motorway and have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the police of our telephone number. The Police will then contact Us to arrange assistance. If the police are present at the scene please advise them that You have contacted Us or give them our telephone number for them to call Us on Your behalf.

## Conditions

### Cancellation

In the event that a recovery vehicle is dispatched by Us and You then cancel the request or are either not present at Your Vehicle when the recovery agent arrives at the scene, or the vehicle is not accessible, or no fault can be identified upon inspection, You will be charged £100 if within the United Kingdom, or £150 if You are in Europe (Gold Cover only) and You will lose a call out from Your Policy. In the event that a dispatch is made and the operator arrives to find the absence of Your locking wheel nut or serviceable spare wheel or space saving wheel, You will be charged £100 for the dispatch. If You do not wait for assistance to arrive because You are able to start Your Vehicle, if Your Vehicle breaks down again within a 30 day period, You will be charged for the second and subsequent call out unless you are able to provide documentary evidence proving that the original fault was repaired by an appropriate garage.

### Co-operation

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.

### Driving licence

We will only provide cover where You hold a current and valid UK driving licence, or full internationally recognised licence which is approved for use within the United Kingdom by an approved licencing authority.

### Other Insurance

If You were covered by any other insurance policy, known as dual insurance, for the same cover We may split and share the cost of Your claim with that Insurer. Where You are covered by another form of Insurance You are obligated to inform Us.

### Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 You are required to take reasonable care and supply accurate and complete answers to all the questions when You apply for cover. You have an ongoing duty to make sure that all information supplied to us is true and accurate.

This obligation continues to apply during:

- annual renewal of Your policy,
- when making changes to Your policy during the period of insurance,
- when making a claim under this policy.

Should any of Your information change, or should You become aware that information previously provided is no longer accurate, You must tell us as soon as reasonably practicable. If You do not answer questions truthfully and accurately this may affect Your policy cover. If You supply Us with incorrect or false information We reserve the right to declare Your policy invalid and cancel Your cover, and provide no refund of premium. If You make a claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your claim.

For full details of the remedies and actions that We can rely on in the event of a deliberate, reckless or careless non-disclosure and/ or misrepresentation, please refer to the provisions within the Consumer Insurance (Disclosure and Representations) Act 2012.

### Right of Recovery

We can take proceedings in Your name, but at Our expense, to recover the amount of any payment made under this policy.

### Substitution

This insurance only covers the Vehicle specified in the schedule or reported to and accepted by Us. You must tell us as soon as possible (in writing, by phone or by email) about any change of Vehicle, including details of the registration number, registration date, make and model.

The substitution of Vehicles may be permitted, subject to the payment of any additional premium, but an inspection of the replacement Vehicle may be required at the Company's option. If the Company deems that an inspection is necessary, cover may not operate on the replacement Vehicle until it is inspected and cover is agreed in writing. If a substitution is not accepted by the Company, or if cover is cancelled by the insured after a policy has been issued, no refund of premium may be allowed other than during the 'Cooling Off' period.

## Complaints

### General complaints

If You wish to make a complaint about any of the following:

- sale of this insurance Policy,
- information or advice provided during the sales process,
- terms and conditions of the Policy,
- general administration of Your Policy including Claims,

Should You wish to raise a complaint please visit our dedicated Customer Services portal at [www.breakdownassist.co.uk](http://www.breakdownassist.co.uk) where you will be able to lodge a complaint specific to your enquiry and product type.

### Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Telephone: 0800 0234567 or 0300 1239123  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints procedure is an addition to Your statutory rights as a consumer.

If You remain dissatisfied after following the above complaints procedures in full, You may ask the following autonomous and independent body to review Your case.

Office of the Arbiter for Financial Services  
1st Floor, St. Calcedonius Square  
Floriana  
Malta  
FRN 1530  
Email: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)  
Telephone: +356 2124 2945 (overseas call charges apply)  
Web: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services Authority does not affect Your legal rights.

## Legal and Regulatory Information

### Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. If You do Claim against the scheme, You are covered for 90% of Your entire Claim. You can get more information about the scheme at [www.fscs.org.uk](http://www.fscs.org.uk).

### Law and Legal Proceedings Applicable

This Policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This Policy is written in English and all communication between the parties must be in English.

### Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact us at [enquiries@qdosinsurance.co.uk](mailto:enquiries@qdosinsurance.co.uk).

To prevent fraud, We may exchange information with other Insurers, and fraud prevention agencies. Your information will not be used or disclosed to any other party without Your permission unless required to by law.

### Data Protection

We will only collect and use Your personal data in the following circumstances:

- a) Policy set up and management,
- b) We may collect and use Your name, identity and contact information, and personal information associated with Your Primary Insurance Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy,
- c) We may use automated decision making procedures to decide on the availability of an Insurance Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us at [enquiries@qdosinsurance.co.uk](mailto:enquiries@qdosinsurance.co.uk).
- d) We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,

- e) We will retain the personal data used to decide whether to enter into an insurance Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Any information provided to us will be processed in accordance with the provisions of the prevailing Data Protection Legislation.

### Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If we transfer Your information to parties outside of the European Economic Area we will ensure that they apply the same levels of protection as we are required to apply to information held in the UK and to use Your information only for the purposes that we are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal Claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: [enquiries@qdosinsurance.co.uk](mailto:enquiries@qdosinsurance.co.uk).

If You have any questions or concerns about how We handle Your personal data You should contact: [enquiries@qdosinsurance.co.uk](mailto:enquiries@qdosinsurance.co.uk). Please note that We record telephone calls for training and evidentiary purposes.