

ACTIONCALL

Motor Breakdown Cover



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Introduction

Firstly; We'd like to thank **you** for purchasing this policy,

In this pack are some important details of **your** cover along with **your** policy certificate. It's important that **you** print off **your** certificate and keep it in the insured vehicle at all times.

Who do I need to call?

Should **you** have a policy query, need to change something or want to renew, then you'll need to call our customer assistance team on: **0330 22 34 604**

Should **you** need to be rescued, then please call our 24hr emergency telephone number on: **01206 812820**

I hope **you** have been pleased with **our** service so far, and hope that we'll continue to impress **you** for years to come.



Steve Jenkins
Head of Insurance
Dynamo Cover

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Your Contract of Insurance – Road Rescue

This insurance is arranged by Action Call a trading name of Dynamo Cover Ltd & underwritten by Newline Insurance Company Ltd registered in England and Wales under company registration number 04409827 and whose registered office is Corn Exchange, 55 Mark Lane, London, EC3R 7NE.

We are also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028). You can visit the Financial Services Register, which is a register of all authorised financial services firms in the UK, at www.fca.org.uk/register. You can also contact the Financial Conduct Authority on telephone number 0800 111 6768 (freephone) or 0300 500 808

Dynamo Cover and Newline Insurance Company Ltd are authorised and regulated by the Financial Conduct Authority.

IMPORTANT

It is important that you check your policy schedule to ensure that the information that you have provided to us is accurate. Please take the time to read the contents of this policy to ensure that you understand the cover we are providing you and that you comply with our terms and conditions. This policy wording and your policy schedule are important documents; please keep them in a safe place in case you need to refer to them for any reason.

Extreme Weather - Limitation to Cover

Where you are unable to complete your journey due to your vehicle suffering a breakdown and being immobilised due to snow, mud, sand, water, ice, or a flood, and the vehicle cannot be repaired at the roadside, the service provided under your policy will be limited to the recovery of the vehicle, you and up to 7 passengers to the nearest suitable garage which can undertake the repair within 10 miles from the scene of the breakdown.

How to Make a Claim

You must report any claim to the claims administrator as soon as reasonably possible: -

If your vehicle breaks down, please call the claims administrator on 01206 812820 from the UK or on 0044 1206 812820 from outside the UK.

Please have the following information ready to provide to the claims administrator:

-
- Your return telephone number
 - Your policy number and vehicle registration
-

The precise location of your vehicle (or as close as you are able in the circumstances) If you are unable to provide the above information the claims administrator may refuse the provision of a roadside agent or may require you to provide your debit or credit card details to secure the attendance of a roadside agent.

If you are deaf, hard of hearing or speech impaired, please send a text message containing your full name, policy number, vehicle registration and postcode to 07537 404890.

Based on the information you provide, the claims administrator will make arrangements for the attendance of a roadside agent to attend your vehicle and will arrange for you to be contacted back to advise which roadside agent will be attending and how long they are expected to take. Where possible, please ensure your mobile phone is available to accept calls at all times in case the claims administrator needs to contact you. You will need to be with your 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 the claims administrator who will arrange for you to be called when the recovery operator is nearby, 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 the claims administrator 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 the claims administrator or are unaware of your location, please use the nearest SOS box and advise the Emergency Services of the Claims administrators telephone number

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shown below and ask they contact the **claims administrator** on **your** behalf,. If the Police or Highways Agency are present at the scene, please advise them if **you** have contacted the **claims administrator** and provide them with the **claims administrators'** telephone number to call on **your** behalf.

If **your** vehicle breaks down, please call the **claims administrator** on 01206 812769 from the UK or on 0044 1206 812769 from outside of the UK.

Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy in **bold**.

Administrator:

Dynamo Cover Limited, Cardiff House, Cardiff Road, Barry, CF63 2AW, Tel **0330 22 34 604**

Accident:

A collision immediately resulting in the **vehicle** being made immobile or unsafe to drive.

Breakdown:

A mechanical or electrical breakdown, lack of fuel, **mis-fuelling** of the **vehicle**, a flat battery or a puncture to the tyre(s) of the **vehicle** which immediately results in the **vehicle** being immobilised, illegal or dangerous to drive within the **territorial limits**:

Callout:

The deployment of a **roadside agent** to **your vehicle**

Claims Administrator:

Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX

Duration:

Commences on the date the **vehicle** departs the UK and ceases upon **your** return to the UK for a period not exceeding 90 days or the expiry date of the policy whichever is the earliest. This will depend upon the cover level selected and is noted on **your policy schedule**

Excess:

The first amount of each claim payable by **you**. Please check **your** policy **schedule** for the **excess** amount payable.

Hire and Reward:

Any private or public hire that includes any payment of monies or in kind by the passengers that gives them right to be carried, this excludes car sharing schemes.

Home Address:

The address **you** live in within the United Kingdom, the Isle of Man and the Channel Islands.

Home Assist:

Assistance within a 1-mile radius of **your home address**.

Mis -fuelling:

Accidentally fuelling **your vehicle** with the incorrect fuel.

Nationwide Recovery:

If **your vehicle** cannot be repaired within the same working day, **we** will arrange to transport **your vehicle, you** and up to 6 passengers to be transported to **your home address**.

Period of Insurance:

The period between the policy start date, when cover commences, and the **policy** end date as noted on **your** policy **schedule**.

Roadside Agent:

The agent appointed by the **claims administrator** to assist **you**.

Schedule:

The document which forms part of the policy containing **your** name, **home address**, level of cover provided and any **excess** that may apply.

Specialist Equipment:

Non-standard apparatus or recovery vehicles which in the opinion of the **roadside agent** are required to recover or diagnose faults with the **vehicle**. **Specialist equipment** includes but is not limited to winching and specialist lifting equipment.

Territorial Limits (Europe):

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

Territorial Limits (UK):

The United Kingdom, the Isle of Man and the Channel Islands.

United Kingdom:

England, Scotland, Wales and Northern Ireland.

Vehicle:

The private car, light commercial vehicle (excluding couriers and hire and reward) or motorcycle detailed within **your** policy **schedule** which is less than:

- * 15 years old at the inception of this policy
- * *10 years old for annual European covers

The **vehicle** will also need to be less than

- * 3,500 kg (3.5 tonnes) gross **vehicle** weight and
- * 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high;

Waiting Period:

The first 48 hours from the inception of **your** policy.

We/Us/Our/Insurer:

Newline Insurance Company Limited

You/Your/Yourself:

The person named on the policy **schedule** as the holder of this policy and any person driving the covered **vehicle** or any passengers in the covered **vehicle**.

Cover Levels

1 Call - Roadside Assistance & Recovery + Nationwide Recovery + Home Assist

In the event of a **breakdown** which occurs within the **territorial limits (UK)**, or at **home**, **we** will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent** they are unable to repair the **vehicle** at the roadside **we** will assist in the following way: -

Either:

- Arrange and pay for **your vehicle**, **you** and up to 6 passengers to be recovered to the nearest suitable garage which can undertake the repair.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **we** will arrange for **your vehicle**, **you** and up to 6 passengers to be transported to **your home** or chosen destination whichever is nearer.

Any recovery 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 **Claims administrator** of the address **you** would like the **vehicle** taking to.

Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

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Driver Illness or Injury

In the event **you** suffer an illness or injury whilst away from **your home address** and none of **your** passengers are qualified and competent to drive, the **claims administrator** will arrange, and **we** will pay for **your vehicle** to be transported by a **recovery operator** or driven by a chauffeur to **your home address**. A medical certificate clearly stating that **your** illness or injury is preventing **you** from driving will be required to validate any claim, should **you** be unable to provide a copy of a medical certificate, **you** will be required to reimburse the **claims administrator** the costs incurred in the provision of the service provided up to a maximum of £100. **You** must pay any costs relating to obtaining the medical certificate

Emergency Overnight Accommodation

We will pay a maximum of £75 for a lone traveller or £50 per passenger when not travelling alone for one night on a bed and breakfast basis. The maximum payment per incident is £350.

Caravans and Trailers

If **your vehicle** suffers a **breakdown** and **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **your** caravan/trailer will be recovered with **your vehicle** (Only applicable to **territorial limits (UK)**).

Alternative Transport

We will pay up to £150 towards the cost of alternative transport or vehicle hire, the cost of hire is limited to a vehicle of similar size and specification as to **your** own **vehicle** **We** will also pay up to £100 towards the cost of alternative transport for one person to return and collect the repaired **vehicle**

Conditions applying to Alternative Transport & Emergency Overnight Accommodation Cover

- a) Authorisation must be obtained from the **claims administrator** if **you** wish to claim for **Alternative Transport or Emergency Overnight Accommodation**, cover is offered on a pay/claim basis, which means that **you** must pay initially, and submit a claim form to claim to seek reimbursement from the **claims administrator**. **Your** policy will only pay for a hire vehicle which the **claims administrator** deems is appropriate for **your** requirements and is available at the time assistance is provided. Claims will only be reimbursed on receipt of a fully completed claim form and a valid invoice or receipt;
- b) The **vehicle** must be repaired at the nearest suitable garage to the **breakdown** location as determined by the **claims administrator**;
- c) The **vehicle** cannot be repaired the same working day;
- d) The **breakdown** must have occurred more than 30 miles away of **your home address**;
- e) The **claims administrator** has sole discretion to determine which benefit is offered to **you** depending upon the circumstances of the **breakdown**.

Basic Cover - Roadside Assistance & Recovery + Nationwide Recovery

In the event of a **breakdown** which occurs within the **territorial limits (UK)**, and more than one mile from **your home address**, **we** will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent** they are unable to repair the **vehicle** at the roadside the **claims administrator** will assist in the following way: -

Either:

- Arrange and pay for **your vehicle**, **you** and up to 6 passengers to be recovered to the nearest suitable garage which can undertake the repair provided this is 20 miles or less from the scene of the **breakdown**
Or
- If the above is not possible at the time, or, the repair cannot be made within the same working day, **we** will arrange for **your vehicle**, **you** and up to 6 passengers to be transported to **your home address** or chosen destination provided this is 20 miles or less from the scene of the **breakdown**

Any recovery 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 **claims administrator** of the address **you** would like the **vehicle** taking to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Silver Cover (UK Excess and UK Pro) - Roadside Assistance & Recovery + Nationwide Recovery + Home Assist

If **you** have opted and paid for Silver Cover, it includes all the same benefits as Basic Cover, with the addition of Nationwide recovery, **mis-fuelling** cover and the additional benefits of Alternative Transport, **driver illness or injury** and Emergency Overnight Accommodation.

If the **vehicle** cannot be repaired within the same working day in accordance with the Local cover, the **claims administrator** will arrange for the **vehicle**, **you** and up to 6 passengers to be recovered to **your home address**, or if **you** would prefer and it is closer, **your** preferred destination within the **territorial limits (UK)**.

Recovery of the **vehicle**, **you** and passengers 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 the **claims administrator** of the address **you** would like the **vehicle** taking to.

Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Alternative Transport

We will pay up to £100 (up to £350 in the **territorial limits (Europe)**) towards the reasonable cost of alternative transport or vehicle hire. **We** will also pay up to £50 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

Driver Illness or Injury

In the event **you** suffer an illness or injury whilst away from **your home address** and none of **your** passengers are qualified and competent to drive, the **claims administrator** will arrange, and **we** will pay for **your vehicle** to be transported by a **recovery operator** or driven by a chauffeur to **your home address**. A medical certificate clearly stating that **your** illness or injury is preventing **you** from driving will be required to validate any claim, should **you** be unable to provide a copy of a medical certificate, **you** will be required to reimburse the **claims administrator** the costs incurred in the provision of the service provided up to a maximum of £100. **You** must pay any costs relating to obtaining the medical certificate

Emergency Overnight Accommodation

We will pay a maximum of £75 for a lone traveller or £50 per passenger when not travelling alone for one night on a bed and breakfast basis. The maximum payment per incident is £350.

Mis-fuelling

The **claims administrator** will arrange, and **we** pay for the draining of incorrect or contaminated fuel and replacement with up to 10 litres of the correct fuel.

We will not pay for any additional labour costs over and above that required to drain inappropriate or contaminated fuel and replace with the correct fuel.

Any claim due this **mis-fuelling** cover is subject to an additional £30 **excess**

Caravans and Trailers

If **your vehicle** suffers a **breakdown** and **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **your** caravan/trailer will be recovered with **your vehicle** (Only applicable to **territorial limits (UK)**).

Conditions applying to Alternative Transport & Emergency Overnight Accommodation Cover

- a) Authorisation must be obtained from the **claims administrator** if **you** wish to claim for **Alternative Transport or Emergency Overnight Accommodation**, cover is offered on a pay/claim basis, which means that **you** must pay initially, and submit a claim form to claim to seek reimbursement from the **claims administrator**. **Your** policy will only pay for a hire vehicle which the **claims administrator** deems is appropriate for **your** requirements and is available at the time assistance is provided. Claims will only be reimbursed on receipt of a fully completed claim form and a valid invoice or receipt;
- b) The **vehicle** must be repaired at the nearest suitable garage to the **breakdown** location as determined by the **claims administrator**;
- c) The **vehicle** cannot be repaired the same working day;
- d) The **breakdown** must have occurred more than 30 miles away of **your home address**;

- e) The **claims administrator** has sole discretion to determine which benefit is offered to **you** depending upon the circumstances of the **breakdown**.

Gold Cover (EU Excess and EU Pro) - Roadside Assistance & Recovery + Nationwide Recovery + Home Assist + Europe

If **you** have opted and paid for Gold Cover, it includes all the same benefits as Silver Cover, with the addition of assistance within the **territorial limits (Europe)**. Cover will be provided within Europe where the maximum **duration** of any single trip does not exceed 90 Days in any one consecutive 12-month policy period.

We will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent**, they are unable to repair the **vehicle** at the roadside **we** will assist in the following way: -

- Arrange and pay for **your vehicle**, **you** and up to 6 passengers to be recovered to the nearest garage able to undertake the repair.
- If the **vehicle** cannot be repaired within 7 days or by **your** intended return, whichever is the later, **we** will arrange for **your vehicle**, **you** and up to 6 passengers to be transported either to **your home address**, or if **you** would prefer and it is closer, **your** original destination within the **territorial limits (Europe)**.

Special Conditions Applying to Europe

- If **you** have broken down on a motorway or major public road in France and some other **European** countries, **you** will need to seek assistance from the roadside SOS phones, which will be answered by the police. They will arrange for local services to tow **you** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further assistance. **We** will pay a maximum of £150 towards reimbursement of the costs, but **we** will only reimburse claims when **we** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim;
- If **you** have broken down in a **European** country during a public holiday, many services will be closed during the holiday period. In these circumstances, it may take more time for **us** to assist **you** and effect a repair to **your vehicle**. **We** cannot be held liable for any delays in reaching **your** destination;
- **We** will provide service in the **territorial limits (Europe)** where the maximum **duration** of any single trip does not exceed the period which is noted on **your** policy schedule. However short-term policies (those with a **period of insurance** lasting one month or less) will be limited to a single trip not exceeding the **period of insurance**.

General Information Regarding European Breakdown

Remember to take **your** V5C **vehicle** registration document with **you** during **your** journey. **You** will need to carry the original, as proof of ownership of the **vehicle**. If **you** are not the owner of the **vehicle**, **you** will need a letter of authority from the owner and a Vehicle on Hire Certificate (VE103) instead.

If **your** V5C registration document or VE13 document is not immediately available, **you** will be held liable for any costs incurred if copies of **your** V5C registration document are not immediately available.

Regulations are different when **you** **breakdown** in **Europe** and help may take longer in arriving. **We** will require as much information as possible from **you** regarding the location of **your vehicle**. **We** will need to know if **you** are on an outward or inward journey and details of **your** booking arrangements. When **we** have all the required information **we** will liaise with **our European** network, **you** will be kept updated. For this reason, **we** ask that **you** remain at the telephone number **you** called from.

Message Service

If **you** require, the **claims administrator** will pass on two messages to a friend, a family member or work to let them know of **your** predicament and ease **your** worry.

General Exclusions

The **insurer** will not pay for claims arising from or associated with:

- 1) The transportation of livestock;
- 2) Any **excess** payable on a **claim**
- 3) Any **vehicle** over 10 years for European Gold cover, also any **vehicles** over 15 years for all other cover levels at the inception of this policy

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- 4) 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 towing hitch; or **Breakdowns** or **accidents** to the caravan or trailer itself
- 5) A **callout** where glass or windscreens have been damaged;
- 6) **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;
- 7) **Breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water;
- 8) Costs incurred in addition to a standard **callout** where **you** are not carrying a legal spare wheel(s) and tyre(s), space saver 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 or scooters. Any assistance provided will be on a pay per use basis only
- 9) Costs incurred in respect of **specialist equipment**, additional manpower and/or recovery vehicles;
- 10) Costs incurred in respect of 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;
- 11) Overloading of the **vehicle** or carrying more passengers than it is designed to carry;
- 12) **Vehicle** faults or symptoms from faults which have not been remedied or repaired by a suitable garage where **you** have requested a **callout** within the last 28 days;
- 13) The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes effect, the **claims administrator** will only recover the **vehicle** and passengers to one address in respect of any one **breakdown**;
- 14) Any **vehicle** which is not listed on **your** policy **schedule** as being eligible for **breakdown** cover;
- 15) A **breakdown** following use of the **vehicle** for, motor racing, rallies, **hire and reward**, courier services, off road driving, rallies, track days, duration or contest or speed trials or practice for any of these activities;
- 16) Assistance if the **vehicle** is in an illegal condition, untaxed, uninsured or un roadworthy;
- 17) Excluded **vehicles**: - Minibuses, commercial **vehicles**, motorhomes, horseboxes, or limousines, **vehicles** exceeding 3,500 kg (3.5 tonnes) gross **vehicle** weight, **vehicles** more than 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high;
- 18) Assistance if the **vehicle** breaks down in a place the **claims administrator** cannot access or will be dangerous or illegal to transport;
- 19) The cost of any parts, components or materials used to repair the **vehicle**;
- 20) Repair and labour costs other than the cost of half an hours' roadside labour at the scene of the **breakdown**;
- 21) The use of **specialist equipment** if the **vehicle** has modifications which impede the usual method of recovery;
- 22) Storage charges;
- 23) A **breakdown** which occurs:
 - a) Prior to the start date of this policy or within the **waiting period** of this policy (Unless **you** have previously held a like for like without any gap with another supplier (proof will be required if a **claim** is reported within this period)
 - b) Prior to the date the **vehicle** was placed on cover, or
 - c) Before the policy was upgraded from a lower level of cover
- 24) More than 1 **callout** for 1Call cover in any one **period of insurance**.
- 25) Claims totalling more than £2,500 in any one **period of insurance**;
- 26) Any costs or expenses not authorised by **us**;
- 27) The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidental costs;
- 28) Expenses incurred prior to a claim being agreed and authorised by **us**.
- 29) Charges made by any other company (including police recovery) other than the **roadside agent's** costs, a car hire agency' or accommodation charges which have been authorised by the **claims administrator**.
- 30) Any charges where **you**, having contacted the **claims administrator**, effect recovery or repairs by other means unless the **claims administrator** have agreed to reimburse **you**.
- 31) Any costs that would have been incurred if no claim had arisen;
- 32) Any false or fraudulent claims;
- 33) The cost of **alternative transport** other than to **your** destination and a return trip to collect **your** repaired **vehicle**;
- 34) The cost of fuel, oil or insurance for a hire **vehicle**;
- 35) Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day;
- 36) Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired;
- 37) Any claim resulting in any way from: War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- 38) **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy, including (but not limited to), the cost of collecting **your vehicle** from a repairer or for costs incurred by **you** having to take time off work due to a **breakdown**;
- 39) Failure to comply with requests by **us** or the **us** concerning the assistance being provided;
- 40) A request for service following any intentional or wilful damage caused by **you** to **your vehicle**;
- 41) Fines and penalties imposed by a court;

Additional Exclusions applying to the European Assistance

The **insurer** will not pay for claims arising from or associated with:

- 1) Service where repatriation costs exceed the market value of the **vehicle**;
- 2) The cost of recovery from a European motorway exceeding £150;
- 3) Repatriation to the **UK** within 48 hours of the original **breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **you** have made within the **UK**;
- 4) Repatriation if the **vehicle** can be repaired but **you** do not have adequate funds for the repair;
- 5) Any claim where the **duration** of a single trip is planned to or subsequently exceeds 90 days

Claims Conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

- 1) If the **claims administrator** has not received details of **your** cover prior to assistance being required, the **claims administrator** will assist **you** however before assistance can be provided the **claims administrator** will take a payment on a credit or debit card for the estimated cost of the assistance. If the **claims administrator** subsequently receive confirmation that **you** have adequate cover the funds will be refunded. If the **claims administrator** receive confirmation that **you** do not have adequate cover, the **claims administrator** will take payment for any uninsured costs;
- 2) **You** must remain with or nearby the **vehicle** until help arrives, provided it is safe to do so;
- 3) **You** must ensure personal possessions are removed from the **vehicle** prior to **your vehicle** being recovered;
- 4) If a **callout** is cancelled by **you** and a **roadside agent** has already been dispatched, a **callout** will still be deducted from **your** policy, if **you** have an **excess** policy, **your excess** will not be funded. The **claims administrator** recommend that **you** 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) The **claims administrator** may charge **you** for any costs incurred as a result of incorrect location details being provided.
- 6) The **claims administrator** may refuse to provide the service if **you** or **your** passengers are being obstructive in allowing the **roadside agent** to provide the most appropriate assistance or are abusive to the **claims administrators roadside agent**
- 7) **Your vehicle** must be registered at and ordinarily kept at an address within the **territorial limits (UK)**;
- 8) **Your vehicle** must have a valid MOT certificate, if it is required to have one;
- 9) The **vehicle** must be covered under a valid motor insurance policy at all times;
- 10) **Vehicles** must be located within the **territorial limits (UK)** when cover is purchased and commences;
- 11) **You** must provide proof of outbound and inbound travel dates if the **claims administrator** requests them;
- 12) **We** will only pay ferry and toll fees within the **territorial limits (UK)**;
- 13) If the **roadside agent** can repair **your vehicle** at the roadside, **you** must immediately pay for any parts supplied and fitted by debit or credit card;
- 14) If the **vehicle** is recovered to a garage that can repair the **vehicle** within the terms stated, the repair must be carried out there. **You** must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be refused;
- 15) **You** must have adequate funds to pay for **alternative transport** or overnight accommodation costs immediately. If **you** do not have funds available, any further service related to the claim will be refused;
- 16) 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 benefit **we** have paid out from **you** in order to pay for the uninsured service;
- 17) The **claims administrator** may refuse to provide a service if **you** have an outstanding debt with **us**;
- 18) If **you** have a right of action against a third party, **we** reserve the right to recover any costs incurred by **us** and **you** must cooperate with **us** in doing so;
- 19) If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** must claim these costs from the **insurer** and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
- 20) **Our roadside agents** must comply with the relevant law and regulations limiting the number of hours they can drive. Regular breaks and 'changeovers' may be required when transporting **your vehicle**.
- 21) **We** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided, under any circumstances;
- 22) This policy is not transferable to another person;

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- 23) If the **vehicle** is unroadworthy in the opinion of **our roadside** agent due to lack of maintenance, **we** may terminate **your** policy immediately by notifying **you** by letter to **your home address**, unless **you** are able to provide up to date servicing records.

Automatic Renewal

Where **you** have selected the Automatic renewal option at time of purchase, Dynamo Cover will automatically renew **your** insurance policy.

Selecting the Automatically Renewal option means Dynamo Cover will keep **your** payment details securely on file so that Dynamo Cover can debit **your** premium up to seven (7) days before **your** renewal date. Dynamo Cover will contact **you** by email up to 30 days prior to **your** renewal date to confirm auto renewal, the email will be sent to the email address provided by **you** at the time of **your** original application and will confirm the new premium payable and to confirm payment will be debited up to 7 days prior to the policy renewal date. In addition to emailing **you**, **Dynamo Cover** will also write to **you** at **your home** address to confirm the auto renewal.

If **you** do not wish **your** policy to auto renew, or **you** require changes to **your** policy details, please contact Dynamo Cover at least 14 days before **your** renewal date.

Phone: 0330 22 34 604

Email: sales@action-call.co.uk

Policy Transfer

You are unable to transfer this policy to a new **vehicle** during the period of insurance. Instead; the policy will be cancelled and a pro-rata refund will be supplied. Any refund would be subject to an administration charge of £9.99.

Cancellation Section

You may cancel this insurance within 14 days of receiving **your** documents (cooling off period) and **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim.

You can cancel at any time after the 14-day cooling off period and **we** will make a proportionate refund of the premium paid for the current **period of insurance**, as long as **you** have not made a claim and do not intend to make a claim.

However, any refund would be subject to an administration charge of £9.99.

To cancel **your** cover please contact the **administrator** by: -

Phone: 0330 22 34 604

Email: sales@action-call.co.uk

You will need to have all **your** policy details available.

We may cancel **your** policy due to **your** non-payment of premium, if **you** use threatening or abusive behaviour or language or if **we** have reasonable suspicion of fraud. This is not an exhaustive list.

Should **we** have to cancel a policy due to the discovery of incorrect information being used to create a policy, then **we** reserve the right to cancel **your** cover with immediate effect, and a £15.00 fee will apply.

Customer Service/Complaints

If **you** wish to make a complaint about the conduct of the sale of this insurance, including any information or advice provided as part of the sale, please contact the **administrator**:

Dynamo Cover Limited,
Cardiff House,
Cardiff Road,
Barry,
CF63 2AW,

Tel: 0330 22 34 604

Email: complaints@dynamocover.com

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For complaints about the handling of a claim, please contact:

Call Assist Limited
Axis Court
N Station Rd
Colchester
CO1 1UX
Tel: 01206 771 788
Email: customerservice@call-assist.co.uk

Unresolved Complaints

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London, E14 9SR.
Tel: 0800 023 4567 or 0300 123 9123 from a mobile.
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Law and legal Proceedings Applicable

Unless **you** and **we** agree otherwise, the law which applies to this contract is the law which applies to the part of the **United Kingdom** in which **you** live, or if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those places in which **you** live.

Any legal proceedings between **you** and **us** in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom, the Channel Islands or the Isle of Man in which **you** live.

Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this contract. Further information can be obtained from The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU. Telephone: (Freephone) 0800 678 1100 or 020 7741 4100. Website: www.fscs.org.uk

Sanctions

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Contracts (Rights of Third Parties) Act 1999

This insurance is a legally binding contract between **you** and **us** and does not give, or intend to give, rights to anyone else. Only **you** or **us** can enforce the terms of this contract.

Data Protection

Newline Insurance Company Ltd (the Data Controller) are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** website at <https://newlinegroup.com/>. **We** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safe-guard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

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We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We may transfer **your** personal data to destinations outside the European Economic Area (“EEA”), and **we** will ensure that it is treated securely and in accordance with the Legislation.

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, Newline Insurance Company Ltd - please see website for full address details.

Disclosure of Important Information

When **you** applied for this insurance, and/or when **you** applied to make any change to the cover, **you** were asked a number of questions. **We** relied on all of the answers to these questions to decide the terms upon which **we** offered **you** cover or amended cover. This includes the premium to be charged. It is therefore essential that all of the answers **you** gave were truthful, complete and accurate to the best of **your** knowledge. If any of **your** answers are later found to be incorrect, incomplete or misleading, this could lead to **your** insurance being declared invalid and/or to **your** claim not being paid or not fully paid.