

Your European breakdown policy booklet



churchill™

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Welcome to Churchill European breakdown services

Dear Customer

Welcome to Churchill European breakdown services.

We have joined forces with Green Flag Motoring Assistance to give you real value-for-money motoring services.

We are passionate about insurance, and determined to make sure that you receive outstanding customer service at all times.

We will do our best to make sure that buying breakdown services from us is as easy and trouble-free as possible.

We hope that you stay our customer for many years to come.

Happy motoring

Easy index

Breakdown

What do I do if my vehicle breaks down? phone
+44 845 301 5733 (Europe)

Cancellation

How can I cancel my policy? page 14

Caravans and trailers

Are they covered? page 4

Changes

What do I do if I change my vehicle? phone
0845 603 3550

Complaints

What do I do if I have a complaint? page 14

Cover

Which breakdown service do I have? see your
European Breakdown cover Schedule

What cover does this provide? pages 6-8

Lost or broken keys

What do I do? phone
+44 845 301 5733 (Europe)

Your European breakdown policy

Churchill is the insurer and administrator of your European breakdown policy. Green Flag Motoring Assistance will provide the breakdown service to you on behalf of Churchill.

Your European breakdown policy is made up of:

- this policy booklet; and
- your European Breakdown cover Schedule

Any leaflets or similar literature you receive about breakdown do not form part of your policy.

Your policy is proof of the contract between you and us. It is based on the information given by you or for you when you applied for this insurance. This information is shown on the European Breakdown cover Schedule. You promise that the information you have given to us is true as far as you know.

If you pay and we accept your premium, the services will be provided under the terms of this policy during the period of cover. We will share any information that you supply with their agents so they can check your cover and provide service.

You and we can choose the law which applies to this contract. Unless you and we agree otherwise, English law will apply.

This booklet gives you details of the conditions of the breakdown policy cover you have chosen.

Please read your European breakdown policy carefully and keep it in a safe place.

Definitions

Wherever the following words and phrases appear in the rest of this policy booklet they will have the meaning given here unless we say different.

Geographical limits – The countries of the zone for which you have paid the premium

Zone 1 – France, Germany, Belgium, Luxembourg and the Netherlands.

Zone 2 – Andorra, Austria, Balearics, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Malta, Monaco, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

Zone 3 – The Republic of Ireland and the Channel Islands.

Zone 4 – Zones 1,2 and 3 inclusive.

Home – the last address you told us about as your home or, if different, the place where you normally keep the vehicle.

Incident – when the vehicle cannot be driven as a result of breakdown, accident (but not a road traffic accident), theft or attempted theft, malicious damage, fire or attempted fire, flat tyre, lack of fuel, flat battery, or lost or broken car keys.

Insured person or people – you and any other person or people who, at the time of the incident, are driving or riding as a passenger or passengers in the vehicle with your permission.

Partner – someone you live with as if you are married.

Period of cover – the period from the date your cover starts to the end date shown on your breakdown cover schedule.

Personal belongings – each of your suitcases or items of luggage, their contents and items designed for you to wear or carry. This includes your valuables but does not include items of furniture, camping equipment or winter sports equipment.

Premium – the amount of money you must pay for your cover.

Strike – any form of industrial action taken by workers, carried out to prevent, restrict or otherwise interfere with producing goods or providing services.

Underwriter – the company that has provided (underwritten) the insurance cover under this policy.

Trip – A pre-booked journey abroad within the geographical limits during the period of cover which begins and ends in the United Kingdom.

United Kingdom (UK) – England, Scotland, Wales, Northern Ireland, the Isle of Man but excluding the Channel Islands.

Vehicle – any vehicle we have agreed to cover as long as it is either; a privately registered motor car, motorcycle, light van, three wheeler or car-based van weighing up to 3,500 kilograms when loaded.

None of these must be more than 7 metres long, 2.25 metres wide and 3 metres high. All vehicles must be kept at (and registered to) the policyholder's address and be under the age of 16 years. Provided you pay the additional premium, your caravan or trailer will have the same cover as your vehicle when you are towing it using your vehicle as long as the caravan or trailer:

- falls within the size and weight restrictions above;
- meets the standards of the Road Vehicles (Construction and Use) Regulations 1986, as amended or replaced;

Definitions continued

- fits a standard 50 millimetre tow ball;
- does not weigh more than the kerb weight of your vehicle when loaded; and
- is made by a company specialising in making caravans or trailers.

We, us, our or Churchill – Churchill Insurance Company Limited or its agents (or both).

You or your – the person named as the policyholder in your Breakdown cover Schedule.

Important information about driving in Europe

Mobile phones

If you contact us from your mobile phone, your service provider may charge you. You may also have to pay for the call if you ask someone to call you back. Your policy does not cover the cost of these calls. It may be necessary to use a conventional landline phone in certain places if the mobile network is less stable than in the UK.

Vehicle registration document/V5

You will need to carry the original vehicle registration document when driving in Europe as proof that you are the owner of the vehicle. If this is not available, you will need to take a letter of authority from the owner and a Vehicle on Hire Certificate (VE103) instead.

Driving licence

Car hire companies will want to see your original driving licence. If you hold a photocard licence you will need to take the paper

counterpart as well. In some countries you will need to take an International Driving Permit as well as your driving licence. This is not required in EU Member States.

Credit card

A credit card must be available if the car hire benefit is used as the car hire company will need to swipe the card as security.

European motorways and autoroutes

If you break down on a motorway or major public highway in certain parts of Europe (France, for instance), the emergency telephone number will be answered by the police. They will then send a local recovery vehicle out to you. As very few of these recovery agents have links with UK motoring organisations, you may have to pay for this assistance on the spot. If you do, keep all receipts and send them to us on your return to the UK, we will then reimburse you for recovery and roadside repairs (except spare parts). If the repair is made in a garage, the cost is not covered and you should pay the whole cost of the repair.

Churchill European Rescue Service (CERS)

This cover only applies to vehicles which are 16 years old or less.

Section 1 Cover prior to departure

If, during the 7 days preceding the trip you cannot use your vehicle because:

- of an incident in the UK and the vehicle cannot be repaired within 24 hours following the booked departure time or;
- your vehicle has been stolen in the UK and is not recovered before the arranged departure date

we will pay up to £800 for one of the following. (This will depend on whether the options are available.)

- The cost of hiring another vehicle to allow you to carry out the original trip.
- The additional cost of re-booking any sea or rail journey via the Channel Tunnel missed as a result of the incident, if the vehicle is repaired within 24 hours of the original planned departure date.

We will ask the garage recovering your vehicle to confirm:

- that your vehicle has been maintained and serviced regularly
- the precise details of the breakdown or damage
- the breakdown was unforeseen and sudden
- that repairs cannot be effected before the date planned for you to begin the trip.

We will not pay where this cover has been purchased less than 7 days before your planned departure date or when actual or imminent breakdown of your vehicle is discovered or diagnosed during a service carried out less than 7 days prior to your planned departure date.

Section 2 Roadside assistance and towing

We will arrange and pay up to £250 for:

- labour and callout charges involved in providing help at the roadside after an incident within the geographical limits,

if there is a reasonable chance that the roadside assistance will make your vehicle fit to drive; or

- your vehicle to be taken to the nearest local repairer or safe storage place after an incident.

Section 3 Loss of use of vehicle

If, at any time during your trip, you cannot use your vehicle because:

- of an incident within the geographical limits and we reasonably believe that the vehicle will be out of use for more than eight hours; or
- your vehicle has been stolen within the geographical limits and not recovered within eight hours;

we will organise and pay for the reasonable costs of one of the following. (This will depend on whether the options are available.)

- Taking the insured people and their personal belongings to your original intended destination, within the geographical limits, and then returning you to the vehicle after it has been repaired or recovered.
- Accommodation, including one meal a day (but not alcoholic drinks), for the insured people while the vehicle is being repaired up to £45 a day for each person for up to five days.
- Up to £800 towards the cost of hiring another vehicle while your vehicle cannot be used.

Section 4 Returning your vehicle to the United Kingdom

If your vehicle is repaired before you are due to return to the United Kingdom, you will be responsible for returning your vehicle to the United Kingdom at your own cost and for all other costs involved. If your vehicle cannot be repaired before you are due to return to the United Kingdom, or the vehicle is stolen outside the United Kingdom and not recovered until after you have returned to the United Kingdom, we will choose and pay for one or both of the following.

- The reasonable cost of taking the insured people and their personal belongings to your home in the United Kingdom by a route and method we choose. We will also pay for the vehicle to be taken to your home or to an appropriate repairer you choose in the United Kingdom.
- If you have to leave the vehicle abroad, we will pay the cost of one standard-class single ticket by rail or sea (or by air if the train or boat journey would be longer than 12 hours) for you or a driver you choose to collect the vehicle. We will decide which form of transport you will use. We will also pay any necessary and reasonable expenses on the outward journey for one person collecting the vehicle, including accommodation and Green Card charges.

We will pay any necessary charges, up to £100, for storing the vehicle abroad before it is repaired, sent home or legally abandoned.

The most we will pay to get your vehicle home will be its current market value in the United Kingdom. If you want us to dispose of the vehicle on your behalf we will not pay any compensation for the loss of the vehicle.

You must use any travel tickets you have not used to get your vehicle back home before we will provide any alternatives under this section.

We will not pay the cost of repatriating your pet(s).

Section 5 Providing a chauffeur to return you home

If there is an accidental injury, sudden illness or death which means that there is no insured person with the vehicle at the time who can drive, we will pay for a qualified person to drive the vehicle and insured people back to your home in the United Kingdom. We will need to see all medical and other evidence. We will not pay the cost of any fuel used or road tolls.

Section 6 Delivering spare parts

If we cannot get hold of the spare parts locally to repair the vehicle following an incident, we will arrange to have them delivered to you as quickly as possible.

We will not be responsible for providing the spare parts if the spare parts:

- are no longer made;
- cannot be bought from a wholesaler or agent; or
- cannot be exported to the country where your vehicle is.

We will only pay the cost of transporting spare parts. You must pay the actual cost of the spare parts and any customs duty.

If we have paid these costs on your behalf, you will need to refund us within one month. You must also pay for the labour involved in repairing your vehicle.

Section 7 Legal defence expenses

As long as you let us know within 28 days of receiving a summons we will pay up to £10,000 of the legal costs you have to pay to defend yourself in a court inside the geographical limits against an alleged

motoring offence involving your vehicle during a trip.

We will not cover:

- alleged speeding offences, when no other offence is involved;
- defending an alleged offence where there is no reasonable chance of affecting the outcome of the prosecution;
- costs or expenses you agree to without getting our authorisation;
- your travelling and living expenses; or
- fines awarded against you.

Bail – We can provide up to £4,000 as bail or security to release an insured person from custody. You must pay this back to us within three months.

How to claim

If you want to make a claim you will need a claim form. Please write to:

European Claims Department
Green Flag Motoring Assistance
Leeds LS28 5GF

Or, phone 0113 236 3236 and ask for the European Claims Department.

Once you have filled in the form, you should return it to the address above.

General exclusions applying to this policy

We will not provide any cover for the following.

- 1** Vehicles used for hire or reward, including taxis, or for carrying goods for reward.
- 2** Vehicles which are temporarily stuck due to floods or snow-affected roads or as a result of being totally or partly stuck in water, snow, sand or mud.
- 3** Vehicles parked off the public road which cannot be driven because of the nature of the surface on which they stand, for example, sand, mud, gravel, turf or grass.
- 4** Vehicles used for, or involved in, motor racing, off-road use (away from public roads and over rough terrain), rallies, speed or duration tests, or practising for these events.
- 5** The cost of any parts, lubricants, fluids or fuel.
- 6** Consequential or indirect loss of any kind arising from providing, or a delay in providing, the services which this policy cover relates to.
- 7** Any incident while your vehicle is towing or carrying more weight or people than it is designed for – as shown in the manufacturer’s details.
- 8** Any expenses which you would have had normally in the course of your journey.
- 9** Any incident which is the result of a previous inadequate repair.
- 10** Any deliberate damage to your vehicle caused by an insured person.
- 11** Loss or damage directly or indirectly caused by strike, war, riot, terrorism, civil unrest or any other similar event (whether war is declared or not).
- 12** Loss, expense or legal liability caused by:
 - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste;
 - the radioactive, toxic, explosive or other dangerous properties of nuclear equipment; or
 - pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.
- 13** Vehicles that have broken down or which were not roadworthy when you took cover out.
- 14** Damage or costs as a result of breaking into your vehicle because your keys have been lost or stolen.
- 15** Any damage to, or theft of, objects or accessories left in or outside your vehicle after the incident.
- 16** Loss of or damage to your vehicle while it is being transported by sea or rail (unless the loss or damage is our fault).
- 17** If the law of any country means that we have to make a payment which we would not otherwise have paid, you must pay that amount back to us when we ask.
- 18** Any claim as a result of an agreement or contract unless we would have been responsible anyway if the agreement or contract did not exist.
- 19** The transportation of horses or livestock.
- 20** Costs incurring as the result of an incident occurring during a trip but incurred outside the period of that trip.

General conditions applying to this policy

- 1** You must be a resident of the UK.
- 2** If you give us incorrect information when you phone for help, you may have to pay all reasonable costs caused by the incorrect information.
- 3** You must tell us, as soon as possible, about any incident which could bring about a claim under your policy cover. You must give us all the information and help we need.
- 4** You must have our permission for any expenses which you claim for. You must keep all receipts.
- 5** You must do all that you can and keep to all laws and codes so your vehicle is safe and fit to drive.
- 6** You cannot use your policy cover for routine servicing or putting right failed repairs, or as a way of avoiding repair costs.
- 7** If your vehicle needs to be moved or recovered after an incident, it must be in an easily accessible position for our recovery vehicle to load. If your vehicle is in a position we cannot get to, or the wheels have been removed and we need to use specialist equipment (which is not normally carried on a standard recovery vehicle) to recover your vehicle, you will have to pay the extra costs. This will include labour charges for the special equipment to be transported to, and used at, the site of the incident.
- 8** You are responsible for the security of the contents of your vehicle, caravan or trailer.
- 9** If you are covered by any other insurance for an incident, we will only pay our share of the claim. You may have to give us details of your insurance company for this purpose.
- 10** We can provide assistance after a road traffic accident but you will be responsible for any costs involved. You may be able to recover these costs from your motor insurer.
- 11** You are responsible for collecting your vehicle from a repairer and any costs which result from the work that has been carried out.
- 12** If we provide a service that we find you were not entitled to, you may have to pay for that service. We may also charge an administration fee.
- 13** We are not responsible for the actions or costs of garages, recovery firms or emergency services acting on your instructions or the instructions of anyone acting for you. We will not be held liable for these actions or costs.
- 14** We cannot guarantee that hire cars will always be available or that if available they will be fitted with a roof rack and towbar. The insured person must hold a valid driving licence to drive a hire car. You will be responsible for the fuel used in the hire car and any tolls and all other expenses that you have to pay in continuing your trip. If we arrange a hire car, you must keep to the conditions of the hire company and pay any deposit the hire company asks you for. You are not covered for any lost deposit due to damage to the hire vehicle or failure to replace fuel. You will have to pick the hire car up as it is not possible to arrange delivery in Europe.
- 15** Nothing in this policy will exclude or restrict our liability for a death or personal injury resulting from our negligence.
- 16** We are entitled to take over your rights to defend or settle a claim or to take proceedings in your name for our benefit against another person. We will be able to decide how we go about this. You must give us all the information and help we may need.

General conditions applying to this policy continued

- 17** This contract is between you and us. No-one else has any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this contract.
- 18** You or any insured person must not hide or give false information to get cover or make a claim under this policy. If you or the insured person do so, we will not pay the claim and we will cancel your policy.
- 19** We may choose to repair the vehicle (at your cost) following a breakdown, rather than arranging for it to be recovered.
- 20** We can cancel this policy by sending you seven days' notice in writing to your last known address. You can cancel the policy by giving us seven days' notice in writing as long as you have not taken any trips, or made or intend to make any claim. We will not refund any premium unless you cancel the policy during the 14 day cooling-off period, as long as you have not travelled or made a claim during that 14 day period.

Your information

Who we are

Churchill European breakdown cover is underwritten by Churchill Insurance Company Limited. (Churchill) and the service is provided by Green Flag Motoring Assistance.

You are giving your information to Churchill Insurance Company Limited. Churchill Insurance Company Limited are members of The Royal Bank of Scotland Group (The Group). In this Information statement 'we' 'us' and 'our' refers to Churchill Insurance Company Limited unless otherwise stated.

For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone **0131 556 8555** or Textphone **0845 900 5960**.

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

Sensitive information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

You will have been asked to agree to this when you called but please ensure that you only provide us with sensitive information about other people with their agreement.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit and other facilities and recovering debt;
- checking insurance proposals and claims;

- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

Mobile signal

If you use a mobile phone to ask for service under your policy, we may use the mobile signal to help us find the location of your vehicle. We will not use the signal for any other purpose.

Important information about your breakdown policy

Statement of needs

We have not provided you with a personal recommendation that this policy is suitable for your specific needs.

We may record and monitor calls for your protection and to help us prevent fraud.

Your right to cancel

If this cover does not meet your needs, please call us immediately on 0845 603 3550, or return all your documents within 14 days of receiving them to: Churchill Insurance Company Limited, Churchill Court, Westmoreland Road, Bromley, Kent BR1 1DP. We will return any premium you have paid in full as long as you have not made any claims during that time. You must pay the full premium if you have made a claim during that time.

How to make a complaint

We aim to provide you with outstanding customer service at all times. However, there may be times when you feel that we have not done so. If this is the case, we would rather be told about it so that we can do our best to solve the problem.

Please call us on **0845 603 3581**.

Or write to:

Churchill Insurance Company Limited
Churchill Court
Westmoreland Road
Bromley
Kent
BR1 1DP.

If we cannot sort out the differences between you and us, we will issue a final response letter. You can then take the matter to the Financial Ombudsman Service (FOS). It is an independent organisation that operates according to the rules made by the Financial Services Authority.

Their address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.
Phone: **0845 080 1800**

The FOS will contact us on your behalf. The FOS will tell you its decision directly.

Being referred to the FOS will not affect your legal rights.

You can visit the FOS website at www.fos.org.uk.

Details about our regulator

We are authorised and regulated by the Financial Services Authority. You can visit the Financial Services Authority website, which includes a register of all regulated firms, at **www.fsa.gov.uk/register**.

Or, you can phone the Financial Services Authority on **0845 606 1234**.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100 % of the first £2,000 and 90 % of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100 % of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at **www.fscs.org.uk**.

What to do if your vehicle breaks down

Green Flag will be there to help you 24 hours a day, 365 days a year. It just takes one call to their National Control Centre.

If you have a breakdown or accident, follow these simple steps.

- Try to leave your vehicle in a safe place away from traffic.
- Switch off the engine and put out any cigarettes.
- Use your hazard lights. Display a red triangle if you have one.
- Wait away from your vehicle and keep clear of the carriageway or hard shoulder.
- Find the nearest phone.

If you've broken down in Europe, call Green Flag's European Control Centre free on **00800 4000 6000**.

- A trained operator will record your name, Churchill policy number, where your vehicle is, what the problem is and a contact number if you have one.
- Green Flag will contact the nearest available recovery specialist to help you. The operator will then tell you who will be coming and when you can expect them to arrive.
- If you use an emergency roadside telephone in Europe, the police will usually answer your call. They will arrange for a local recovery specialist to help you. You may have to pay for this assistance on the spot. We will refund the full cost, including roadside labour and towing charges. You must keep your receipts and send them to us when you return to the UK.
- Once you have been taken to a safe place, please call Green Flag if you need any advice or services such as a hire car.

Breakdown Europe
0800 4000 6000

Breakdown in Europe
+44 845 301 5733



churchillTM

Important information

Please write your policy number on the back of your card, so it's handy when you need to call.

Breakdown Europe
0800 4000 6000

Breakdown in Europe
+44 845 301 5733



churchillTM

Your policy number:

Breakdown Europe
0800 4000 6000
Breakdown in Europe
+44 845 301 5733

Your policy number:

Breakdown Europe
0800 4000 6000
Breakdown in Europe
+44 845 301 5733

How to contact us

Breakdown assistance – Europe +44 845 301 5733

24 hours, seven days a week

Change your cover

0845 603 3550

Monday-Friday 8am-9pm;

Saturdays and Bank Holidays 9am-5pm; Sunday 10am-5pm

European route-planning

0870 607 1128

Monday-Friday 8am-9pm; Saturdays 9am-12pm

Maps of Europe

Log on to Churchill.com

Tourist Attractions

Log on to Churchill.com

e-mail: info@churchill.com



Churchill Insurance Company Limited, Churchill Court, Westmoreland Road. Bromley, Kent BR1 1DP

Churchill breakdown services are provided by Green Flag Motoring Assistance and underwritten by Churchill Insurance Company Limited. Authorised and regulated by the Financial Services Authority. Calls may be recorded.