

Brownhills Warranty

with Motorhome Rescue and Recovery



Warranty Telephone Number: 0344 573 8029

Rescue and Recovery Telephone Number: 0344 815 8479

Vehicle Identification

Please complete the vehicle information below to assist in event of a breakdown

Vehicle Make
Registration Number
Chassis Number
Length of Vehicle
Weight of Vehicle
Product Number
Expiry

INTRODUCTION

Dear Customer.

Thank you for buying a Brownhills motorhome. Our purpose is to make our customers feel so good about the product they have purchased that they become customers for life. We will achieve this by embracing the timeless principles of honesty and integrity. Continuous customer care training will ensure that we apply those principles as we grow relationships with our customers; providing best in class products and services. With this in mind you can be confident that the vehicle you have chosen has been prepared to the highest standards and will give you many miles of pleasurable motoring.

Whether you are a new or experienced owner, we hope that you enjoy your motorhome and join the ever growing band of people who choose to spend their leisure time in one of our motorhomes.

Brownhills believes that comprehensive and efficient after sales support is vital for customers' peace of mind and to reflect this and the confidence we have in our products, every motorhome comes complete with a guarantee. The Brownhills Warranty packages have been designed to fulfil exacting requirements and provide you with an effective customer care package in the event of the unexpected.

Full details of the cover provided are contained within this booklet which you should keep in a safe place. You should also carefully read this document in conjunction with the validation certificate which defines the duration and level of cover you have to obtain the maximum benefits from this cover. It is your responsibility to maintain and service the vehicle in accordance with the recommendations and instructions in this document.

Should you have any queries regarding this document, please contact your dealer or Car Care Plan on 0344 573 8029.

BROWNHILLS RESCUE AND RECOVERY IS INCLUDED WITH ALL BROWNHILLS PREMIUM 12, 24 & 36 MONTH USED MOTORHOME WARRANTIES

GEOGRAPHICAL LIMITS

Your warranty covers you in the UK and Western Europe. The UK is defined as Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Western Europe means only the following countries: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (excluding Northern Cyprus), Czech Republic, Denmark, Finland, France (& Corsica), Germany, Gibraltar, Greece, Hungary, Italy (& Sicily, Sardinia, San Marino & Vatican City), Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Please refer to page 14 for the geographical limits of your Brownhills rescue and recovery cover.

DEFINITIONS

THE WARRANTY

This is to certify that in consideration of the payment being received, where appropriate, the warranty will apply to the person(s) named in the validation certificate for the benefits set out in this warranty document subject to the terms, clauses and conditions as specified.

To assist with your understanding of the cover provided the key definitions are listed below;

WARRANTY

The mechanical breakdown cover is not an insurance product but a guarantee provided by Brownhills Motorhomes Limited to the person named on the validation certificate including all terms contained within this booklet and detailed on the validation certificate.

CANCELLING THIS WARRANTY

Cancellation and a full refund will be made where requested up to 14 days after warranty purchase assuming no claims have been made. After this time no refund will be given. Where the warranty has been provided free of charge no refund will be given.

WARRANTY TRANSFER

The warranty is not transferable to another customer or vehicle.

THE COMPANY

Brownhills Motorhomes Limited, Registered address: A1/A46 Junction, Newark, Nottinghamshire NG24 2EA.

MECHANICAL BREAKDOWN

The failure of a component for a reason other than wear and tear, normal deterioration or negligence causing a sudden stoppage of its function.

Replacement of parts which have reached the end of their effective working lives because of age/or usage are not liabilities under the terms of this warranty. The warranty does not cover tuning, adjustments or the cleaning of any assemblies including fuel and lubrication systems.

THE PERSON COVERED

The purchaser of the vehicle as named on the validation certificate

THE ADMINISTRATOR

Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

THE DEALER

The dealer from whom the person named on the validation certificate acquired the vehicle.

THE VEHICLE

The motorhome referred to on the validation certificate

THE BOOKLET

This complete document.

THE VALIDATION CERTIFICATE

The document you are covered for, as shown in the validation certificate.

DEFINITIONS (continued)

MAXIMUM CLAIM LIABILITY

The maximum claim liability is shown on your validation certificate.

PERIOD OF COVER

The Company's obligation under this warranty shall commence from the date of purchase or at the expiry of the manufacturer's warranty period and will be binding for the period in months as indicated on the validation certificate.

YOUR LEGAL RIGHTS

This cover is in addition to your legal rights. It does not affect or prejudice your legal rights against the supplier if the goods are not of satisfactory quality, fit for the purpose and as described.

FOR YOUR GUIDANCE

This cover is designed to assist you towards the cost of repairs to any parts listed in this document in the event of a mechanical breakdown. The Company will only accept responsibility for mechanical breakdowns as per the terms and conditions listed in this document.

The cover will only become effective when the payment in full has been accepted by Car Care Plan.

PREMIUM WARRANTY COVER (INCLUDING HABITATION COVER)

PREMIUM WARRANTY COVER

The maximum claim liability during the period of cover is the aggregate up to the price paid for the vehicle, inclusive of VAT.

If you have Premium Warranty cover you are covered for the following parts against mechanical and electrical breakdown;

All major mechanical and electrical components of your motorhome fitted as part of the original specification are covered, with the exception of the items listed under the heading "parts excluded from the warranty".

Examples of covered components:

- Engine
- Manual gearbox
- Automatic gearbox
- Torque converter
- Differential
- Clutch
- Front wheel drive
- Rear wheel drive
- Propshaft
- Wheel bearings
- Engine cooling system
- Air conditioning
- Turbo charger (where factory-fitted)
- Fuel system
- Front and rear suspension
- Steering
- Brakes
- Electrical system
- Engine management electronic control unit (ECU)

Components also included are:

TIMING BELTS

Timing belts and tensioners are covered providing that the last due change of the belt has taken place as specified by the manufacturer's schedules (proof required). Damage caused if the timing belt has not been changed as specified by the manufacturer is specifically excluded.

GEARBOX CASINGS INCLUDING DIFFERENTIAL CASINGS

Should the failure of any of the internal components result in damage to the casings then they will also be covered and will constitute part of the maximum claim liability.

OIL LEAKS

Crankshaft front seal, camshaft oil seal, auxiliary shaft oil seals, drive shaft(s), oil seals differential pinion seal. All other oil seals or gaskets are not covered unless they require the complete removal of a failed major component which is listed as being covered under the warranty.

WORKING MATERIALS

Oils, oil filter and anti-freeze are covered only where their replacement is essential as a direct result of the failure of a covered item.

PREMIUM WARRANTY COVER (INCLUDING HABITATION COVER) (continued)

PARTS EXCLUDED FROM THE WARRANTY

Wheels, tyres, batteries, gas bottles, gas regulators, all trim and finish, soft furnishings, carpets, floor coverings, work surfaces and all similar decor, window catches and all stays, shower tray, wash basin and associated fittings. Replacement of blinds, hinges, catches, stays and doors. Bodywork, paintwork, all windows, weather strips and seals. Any damage caused by water ingress including flood damage. Door locks, handles, hinges, check straps, upholstery, seat runners and seat adjustment mechanisms. The adjustment of any component. Normal wear and tear/servicing items and other component subject to routine maintenance including spark plugs, wiper blades and arms, auxiliary drive belts, pipes, hoses and associated fittings, exhaust system, catalytic converters and diesel particulate filters. brake drums, brake shoes, pads and discs. Replacement of any lamps or bulbs, fluorescent tubes, fuses, wiring connections, looms and electrical connections and heated screen elements

Entertainment and communications systems and all connected equipment, aerial masts and motors, satellite navigation or any telephonic associated equipment. Alarm systems or trackers unless factory-fitted or approved by the manufacturers and installed by the manufacturer's dealer/agent.

Please note; if the failed component is no longer available, Brownhills will only be responsible for the cost of the original failure and not the cost of a replacement unit.

BROWNHILLS WARRANTY COVER (OPTIONAL HABITATION COVER)

BROWNHILLS WARRANTY COVER

If you have our Brownhills Warranty cover, the maximum claim liability is £500 for any one claim up to the aggregate of £3,000 inclusive of VAT, during the period of cover.

If the terms and conditions of this warranty are fully complied with you are covered for the following specified parts against mechanical breakdown. Any components which are not listed are not covered.

ENGINE

Rocker assembly including hydraulic followers, inlet and exhaust valves (excluding burnt out or sticking valves), springs and guides, cylinder head (excluding cracks and decoking), cylinder head gasket, push rods, camshaft and followers, timing chain and gears, camshaft variator, oil pump, piston and rings, cylinder bores, con rods, gudgeon pins and bearings, crankshaft and bearings, inlet manifold, flywheel and ring gear.

Unless listed above all other components are specifically excluded.

TIMING BELTS

Timing belts and tensioners are covered providing that the last due change of the belt has taken place as specified by the manufacturer's schedules (proof required). Damage caused if the timing belt has not been changed as specified by the manufacturer is specifically excluded.

Unless listed above all other components are specifically excluded.

MANUAL GEARBOX

Failure of the following internal mechanical parts: Gears, synchromesh hubs, selectors, shafts, bearings and bushes, transfer gears and all oil seals and gaskets. Gearbox casings if damaged by a failure of internal components.

Unless listed above all other components are specifically excluded.

AUTOMATIC GEARBOX

Failure of the following internal mechanical parts: Shafts, gears, clutches, brake bands, valve block, governor, oil pump, bearings and bushes, servo, drive plate, transfer gears, transmission control unit (TCU), gearbox oil cooler. Gearbox casings if damaged by a failure of internal components.

Unless listed above all other components are specifically excluded.

DIFFERENTIAL

Crown wheel and pinion, gears, shafts, bearings and bushes, thrust washers and spacers. Differential casings if damaged by a failure of internal components.

Unless listed above all other components are specifically excluded.

CLUTCH

Mechanical failure of the centre plate, pressure plates and release bearing, operating fork, master and slave cylinders, clutch cable. (Excluding general wear and tear.)

BROWNHILLS WARRANTY COVER (OPTIONAL HABITATION COVER) (continued)

FRONT WHEEL DRIVE

Drive shafts including constant velocity joints, universal joints and couplings (excluding gaiters).

Unless listed above all other components are specifically excluded.

REAR WHEEL DRIVE

Half shafts, rear wheel external drive shafts including velocity joints, universal joints and couplings (excluding gaiters).

Unless listed above all other components are specifically excluded.

FOUR WHEEL DRIVE VEHICLES

Cover as above for front and rear wheel drive.

Unless listed above all other components are specifically excluded.

PROPSHAFT

Failure of the propshaft including universal joints and couplings.

Unless listed above all other components are specifically excluded.

WHEEL BEARINGS

Failure of front and rear wheel bearings.

Unless listed above all other components are specifically excluded.

ENGINE COOLING SYSTEM

Water pump, viscous fan coupling, thermostat, thermostat housing, engine coolant radiator, oil cooler matrix, turbo inter cooler matrix, electrically controlled radiator fan.

Unless listed above all other components are specifically excluded.

AIR CONDITIONING

Air conditioning compressor providing that it is the original fitment, all other components are excluded.

Unless listed above all other components are specifically excluded.

TURBO CHARGER

Where factory-fitted, the turbo unit is covered.

Unless listed above all other components are specifically excluded.

FUEL SYSTEM (DIESEL & PETROL)

Automatic choke, lift pump, mechanical or electrical fuel pump (including fuel injection pump), tank and sender unit. Excludes any faults caused by mis-fuelling or any other contamination.

Unless listed above all other components are specifically excluded.

FRONT AND REAR SUSPENSION

Coil springs and individual shock absorbers where applicable.

BROWNHILLS WARRANTY COVER (OPTIONAL HABITATION COVER) (continued)

STEERING (Including Power Assisted Steering)

Steering rack and pinion, steering box, power steering rack and pump, power steering reservoir, idler box where applicable, (excluding gaiters on all of the above components), electronic steering motor (excluding column assembly, ECU and sensors).

Unless listed above all other components are specifically excluded.

BRAKES

Brake master cylinder, wheel cylinders, restrictor valve, brake calipers, servo.

Unless listed above all other components are specifically excluded.

ANTI-LOCK BRAKING SYSTEM

The ABS control unit, pump and wheel sensors are covered.

Unless listed above all other components are specifically excluded.

ENGINE MANAGEMENT (ECU)

Engine electronic control unit.

Unless listed above all other components are specifically excluded.

CASINGS

Should the failure of any of the components result in damage to the casings, then they will be covered and will constitute part of the maximum claim liability.

Unless listed above all other components are specifically excluded.

WORKING MATERIALS

Oils, oil filters, anti-freeze, seals and gaskets are covered only where their replacement is essential as a direct result of the failure of a covered component.

Unless listed above all other components are specifically excluded.

ELECTRICAL SYSTEM

Starter motor, alternator/diode pack, ignition coil, window and sunroof motors, central locking motors, heater fan motor, indicator flasher relay, front and rear windshield wiper and washer motors, electronic ignition amplifier.

HABITATION - WHAT IS COVERED

Habitation cover is included with Brownhills Premium Warranty and an optional inclusion on Brownhills Warranty – please check your Validation Certificate to confirm whether this has been provided.

Habitation cover applies to the following:

DE-LAMINATION - COVERED BY PREMIUM WARRANTY ONLY

De-lamination of internal panels would be covered if the damage was caused by the failure of a body seam.

AUXILIARY ELECTRICS

Mains hook-up input connector, electric leakage circuit breaker, battery charger, distribution unit and control panel, interior lighting unit (excluding bulbs, fuses and wiring).

Unless listed above all other components are specifically excluded.

CASSETTE TOILET

The cassette toilet is covered (excluding seals, valves and glands).

Unless listed above all other components are specifically excluded.

COOKER

The cooker unit including burners, grill, oven and flame failure device and igniter.

Unless listed above all other components are specifically excluded.

FRIDGE

Door seal, condenser, gas control valve, gas igniter, flame failure device, 12 and 230 volt selector switches, 12 and 240 volt heater elements, gas thermostat, 240 volt thermostat, 230 volt temperature control switch.

Unless listed above all other components are specifically excluded.

HEATING SYSTEM

Thermostat, motor, switches, control unit, gas heater, flame failure device, gas igniter (excluding ducting and fitting) and 12/240 volt electric heating elements.

Unless listed above all other components are specifically excluded.

WATER SYSTEM

Water heater (gas or electric), fresh water tank, waste water tank, water pump and water gauges.

HOW TO MAKE A CLAIM

We have undertaken every endeavour to ensure that you enjoy many pleasurable miles of motoring in your motorhome and we hope that you do not need to use the benefits offered by this warranty. However, if the unexpected should occur the following details how you should make a claim.

In order for your warranty cover to remain valid the vehicle must be serviced by your supplying Brownhills dealer in accordance with the manufacturer's recommendations, using either genuine parts or parts of a similar quality. An annual habitation check must also be completed in compliance with the manufacturer's recommendation.

It should be noted that the interval from the purchase date to the first service and the intervals between services must not exceed the stipulated mileage or time by more than 500 miles or 30 days, whichever is the sooner. This time allowance is arranged for the Vehicle owner to make sure services are completed at the correct intervals. Failure to maintain and prove that the above service schedule has been complied with may invalidate this warranty.

The only acceptable proof of servicing and the completion of the annual habitation check will be a fully detailed original service invoice/s indicating servicing date/s and mileage/s. It is therefore vital that these documents are retained by you for further protection and our inspection in the event of a claim. In the event of these documents being lost, then the onus of proof regarding servicing will rest on you.

If you need to make a claim please follow the steps below:

- 1. Take the vehicle to your supplying dealer or any Brownhills recognised VAT registered approved outlet and give service reception this booklet and confirmation that servicing is up to date.
- 2. The repairer must contact Car Care Plan on your behalf on 0344 573 8029 to obtain authority to proceed with the repair. Under no circumstances may repairs commence without an authority number.
- 3. The authority to diagnose or dismantle any component(s) must be given by the person named on the validation certificate to the repairer. On acceptance of the claim, reimbursement will be made including the cost of dismantling as part of the total claim up to the maximum liability of the cover. However, if upon dismantling it should be found that the Company has no liability, then the cost of dismantling must be borne by the person named on the validation certificate.

The maximum labour rate on this cover is £40 per hour + VAT.

- **4.** Car Care Plan reserves the right to submit the vehicle and failed components for expert assessment.
- **5.** On completion of an authorised repair, the repairing dealer must prepare an itemised invoice quoting the authority number. The invoice should be forwarded to Car Care Plan along with any relevant receipts or proof of servicing if requested.

The maximum labour rate on this cover is £40 per hour + VAT.

HOW TO MAKE A CLAIM (continued)

- **6.** Where the person/company named on the proposal form is VAT registered the VAT element will not form any part of the claim.
- 7. All claims must be made payable to Brownhills
 Motorhomes Limited and submitted for
 payment to:
 Car Care Plan
 Jubilee House
 5 Mid Point Business Park
 Thornbury
- **8.** All authorised repairs must be completed within 180 days of authorisation.

West Yorkshire BD3 7AG.

WARRANTY TERMS AND CONDITIONS

These terms and conditions relate to the warranty cover provided by Brownhills Motorhomes
Limited set out in the previous sections entitled
Brownhills Premium Warranty and Brownhills
Warranty Cover.

- a) Any word or expression used with a specific meaning has the same meaning wherever it appears. Brownhills Motorhomes Limited will cover the person named on the validation certificate against loss owing to failure occurring during the period of the warranty on those items specifically listed under warranty cover. The supplying dealer is responsible for ensuring that full payment is received by Car Care Plan on behalf of the Company. Payment of the fee in full is a condition of precedent of the Company's liability under this warranty. This warranty does not apply to vehicles used for hire and reward (e.g. taxis, self-drive hire, driving schools etc.), or for vehicles used for any kind of timed competition or race. Any such use will invalidate this warranty.
- b) Vehicles owned, temporarily or otherwise, by a business formed for the purpose of selling or servicing motor vehicles are excluded. The Company's liability, provided that the correct fee has been paid, will be subject to the limits indicated on the validation certificate accompanying this document. The cover will only become effective when the payment in full has been accepted by Car Care Plan who reserves the right to decline the application for cover.
- c) A full refund will be made where requested up to 14 days after purchase assuming no claims have been made. After this time there will be no refund. The warranty is not transferable to another customer or vehicle.

- **d)** No liability will be accepted for any mechanical breakdown claim notified to Car Care Plan more than 14 days after the relevant fault has become apparent.
- e) No repairs including the fitting of any replacement unit may be undertaken or commenced under the terms of the warranty unless explicitly authorised by means of a claims authority number in respect of agreed liability. No liability will exist with regard to any claims not authorised in this way. The labour time allowance with regard to authorised claims will be in accordance with the Brownhills Motorhomes Limited Labour Time Schedules and is subject to the cover limitations. All claims must be supported with the relevant documentation. The Company reserves the right to examine the vehicle, subject it to expert assessment and to nominate a repairer. The result of the assessment will determine the liability subject to the claimable limits.
- f) Prior to the sale, the supplying dealer must check the vehicle to ensure that the covered components listed in this document are in sound condition. The remaining services must be completed at the correct time/s and mileage/s. The person named on the validation certificate must retain all the VAT service invoices. Failure to service the vehicle and carry out the Annual Habitation Check according to the manufacturer's schedule may render this warranty invalid.

- g) The mileage quoted in no way guarantees the true distance covered by the vehicle, and is indicated only as a guide to when servicing is due. Failure to maintain the odometer (mileage recorder) in working order or disconnecting it or tampering with it will invalidate this warranty. Any change of odometer (or speedometer) must be notified to The Company with the previous and new mileage reading within five days, by recorded delivery.
- h) No claim will be accepted for any losses covered under an accidental damage or road risk policy or for any road hazard/fire or accident damage. No liability of any kind exists in respect of third parties or bodily injury.
- i) No liability will be accepted for any damage caused by neglect, corrosion, intrusion or foreign or harmful or injurious matter, lack of servicing, overheating, freezing or abuse or to the continued use of the vehicle after a fault has become evident or for consequential loss on the failure of parts not covered by this warranty.
- j) No liability will be accepted for any failure owing to wear and tear, components incorrectly fitted or any effect of an inadequate previous repair or faults or defects at the time of sale, or parts of faulty manufacture/design and alterations/modifications from the manufacturer's specifications.
- **k)** No liability will be accepted for any damage caused by war risks, sonic booms or nuclear radiation.
- The Company may declare void any warranty where the exact vehicle type, model age and indicated mileage is not indicated at point of purchase.

- m) If it shall be established following receipt of the claim that the conditions of the cover as laid down have not been fully complied with, then it is hereby expressly agreed and declared The Company shall be released from all liability for that particular claim.
- n) If the person named in the validation certificate or an authorised driver and/or a garage undertakes a claim, knowing the claim to be false and/or fraudulent regarding the value or the amount of work or otherwise, this warranty shall be deemed invalid, and the right to claim reimbursement is reserved.
- o) The terms and conditions of the warranty cannot be altered or amended by any person except by specific written endorsement by Car Care Plan
- p) The warranty will cover your vehicle whilst it is outside the UK, in Europe for up to 90 days during the period of warranty. If your vehicle has a breakdown in any country listed on page 1 of this booklet 'Geographical Limits', you will be entitled to authorise a repair by any Fiat or similar reputable dealer. You will be required to pay the full cost of the repair on completion and should submit a claim for reimbursement to Car Care Plan upon your return to the UK. You will need to present a bona fide VAT invoice to claim your reimbursement.

HOW TO MAKE A COMPLAINT

We hope that you will be pleased with the service we provide.

In the unlikely event of a complaint, you should contact the Administrator on 0344 573 8029, or in writing to:

The Complaints Team Car Care Plan Jubilee House 5 Mid Point Business Park Thornbury West Yorkshire BD3 7AG.

You can also email the Administrator at complaints@motor-admin.com.

Please tell the Administrator your name and your claim number or product number. Calls to the Administrator may be recorded.

The Administrator will contact you within five days of receiving your complaint. In some cases, this will be to acknowledge your complaint, but in others it may be to give you a full reply. If the Administrator cannot deal with your complaint within five working days, they will aim to give a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer and they will let you know if this is the case.

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman website at www.TheMotorOmbudsman.org.

The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that you are not satisfied with the outcome of a concern.

For further information, you can visit The Motor Ombudsman website at

www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.

To make a complaint to the Motor Ombudsman you can either call their information line or fill in an online form at

www.themotorombudsman.org/consumers/make-a-complaint.

Please note: The Motor Ombudsman can only deal with your complaint if you have already complained direct to the Administrator and at least eight weeks have passed since you did that. Complaints to the Motor Ombudsman must be made within 12 months of the administrators final response.



PRIVACY AND DATA PROTECTION NOTICE

1. Data Protection

Car Care Plan Limited (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 the Data Controller processes your personal data. For more information please visit www.view-privacy-policy.co.uk.

2. Use of your Personal Data

The Data Controller may use the personal data it holds about you for the purposes of providing products, services and insurance, administering memberships, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from the Data Controller or which the Data Controller feels may interest you. The Data Controller will also use your data to safeguard against fraud and money laundering and to meet the Data Controller's general legal or regulatory obligations.

3. Disclosure of your Personal Data

The Data Controller may disclose your personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

4. International Transfers of Data

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the European Economic Area ("EEA"). Where the Data Controller transfers your personal data outside of the EEA, the Data Controller will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

5. Your Rights

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

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning the Data Controller's use of your personal data, please contact:

The Data Protection Officer Car Care Plan Limited Jubilee House 5 Mid Point Business Park Thornbury West Yorkshire BD3 7AG England.

FOR THE CUSTOMERS RECORDS ONLY

SERVICE SCHEDULE AND ANNUAL HABITATION CHECK

Entering the details will enable you to know when your next service or annual habitation check is due. Please note the only proof that servicing or annual habitation check has been carried out will be the fully detailed original service invoice/s indicating service or habitation check date/s and mileage/s. It is therefore vital that these documents are retained by you for your protection and inspection in the event of a claim.

FIRST	Dealer's Stamp	To be completed by the Servicing Agent. We certify that the correct manufacturer's recommended service has been completed.
		DATE
		MILEAGE
		NEXT SERVICE DUE (WHICHEVER IS SOONER)
		DATE
Signature		MILEAGE
SECOND	Dealer's Stamp	To be completed by the Servicing Agent. We certify that the correct manufacturer's recommended service has been completed.
		DATE
		MILEAGE
		NEXT SERVICE DUE (WHICHEVER IS SOONER)
		DATE
Signature		MILEAGE
THIRD	Dealer's Stamp	To be completed by the Servicing Agent. We certify that the correct manufacturer's recommended service has been completed.
		DATE
		MILEAGE
		NEXT SERVICE DUE (WHICHEVER IS SOONER)
		DATE
Signature		MILEAGE

BROWNHILLS MOTORHOME RESCUE AND RECOVERY POLICY

WELCOME

Thank **you** for buying **your** Motor **Breakdown** insurance from Brownhills which is provided by Call Assist. Call Assist is the largest truly independent Motor **breakdown** provider in the UK, **you** can therefore be assured **you** are in safe hands should **your vehicle** suffer a **breakdown**. **We** provide a 24 hour, 365 day a year service through **our** network of recovery operators throughout the UK and Europe.

STATEMENT OF DEMANDS AND NEEDS

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

The General Notes and Definitions detailed in pages 3 and 4 will help with the understanding of this document.

SERVICE PROVIDER AND INSURER

This service is provided by Call Assist Limited. Registered in England and Wales.

Registered Company Number: 3668383.

Registered office address:

Axis Court

North Station Road

Colchester

Essex CO1 1UX.

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

The policy is underwritten by:
Motors Insurance Company Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875.

WHO TO CALL IF YOU BREAKDOWN

If your vehicle breaks down in the territorial limits (UK) please call our 24 hour Control Centre on:

0344 815 8479

If **you** are unable to make a connection, please contact **us** on 01206 785 975.

For assistance in the **territorial limits (Europe)**, call **us** on:

0044 1206 785 975

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

DEFINITIONS

Certain words in this policy have a special meaning and these words are defined below. To help make this policy easy to understand, wherever they appear in the policy **we** have highlighted them in **bold**.

Accident

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

Breakdown

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

Callout

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

Home Address

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

Passengers

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

Period of Insurance

The duration of this policy as indicated on **your policy schedule**.

Policy Schedule

The document provided by the organisation **you** purchased this policy from detailing the **period of insurance**, eligible **vehicle(s)**, and type of cover.

Recovery Operator

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

Rescue Co-ordinator

The telephone operator employed by us.

Specialist Equipment

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

Suitable Garage

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

Territorial Limits (Europe)

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey (for non-residents) Hungary, Italy, Jersey (for non-residents), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and Vatican City.

Territorial Limits (UK)

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

Trip

A journey to the **territorial limits (Europe)** which commences from the date of **your** departure from the **territorial limits (UK)** and ceases upon **your** return to the **territorial limits (UK)** for a period not exceeding 90 days.

Us, We, Our

Call Assist Ltd.

Vehicle

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

You. Your

The person named as the policyholder in the **policy schedule** or the driver of the **vehicle** as applicable.

WHAT TO DO IF YOU BREAKDOWN

If **your vehicle** breaks down please call **our** 24 hour Control Centre on:

0344 815 8479

If **you** are unable to make a connection, please contact **us** on 01206 785 975.

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

- Your return telephone number
- Your policy number and vehicle registration
- The precise location of your vehicle (or as accurate as you are able in the circumstances).

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

Once we have taken your details and made all the arrangements we will contact you to advise which recovery operator 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 we need 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 our rescue co-ordinator who will arrange a call on approach so you have sufficient time to return to the vehicle.

It is **your** responsibility to guard **your** safety and abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

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

YOUR COVER

As shown in your policy schedule.

Please read the following benefits of cover in accordance with the level of cover **you** have purchased which is detailed on **your policy schedule**.

UK AND EU

The following service is provided with all levels of cover:

Roadside Assistance

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

Nationwide Recovery

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

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

Home Assist

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

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the scene of the **breakdown**, we will arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair within ten miles from the scene of the **breakdown**.

Any recovery of **your vehicle** the **passengers** required must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

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

Alternative Travel UK*

We will pay up to £250 towards the cost of alternative transport or a hire **vehicle** up to 1600cc to allow **you** to complete **your** original journey. **We** will also pay up to £150 towards the cost of alternative transport for one person to return and collect the repaired **vehicle**.

Emergency Overnight Accommodation UK*

We will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the passengers whilst your vehicle is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.

Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a **breakdown** in the **territorial limits (UK)**:

- The vehicle must be repaired at the nearest suitable garage to the breakdown location
- The vehicle cannot be repaired the same working day
- The **breakdown** did not occur within 20 miles of **your home address**
- We will determine which benefit is offered to you by assessing the circumstances of the breakdown and what is the most cost effective option for us.
- * These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for a hire **vehicle** which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of valid proof of payment.

Caravans and Trailers

In the event of a **breakdown** where **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **your** caravan/trailer will be recovered with **your vehicle** at no extra cost.

Keys

If you lose, break, or lock your vehicle keys within your vehicle, we will pay the callout and mileage charges back to the recovery operator's base or your preferred destination if closer. All other costs incurred, including any specialist equipment needed to move the vehicle, will be at your expense.

Pre-Departure Cover

In the event of a **breakdown** within the **territorial limits** (UK) which occurs no more than seven days prior to a pre-booked **trip** to the **territorial limits** (**Europe**), then providing **your vehicle** cannot be repaired by **your** intended departure date and **we** are immediately notified of the **breakdown**, **we** will reimburse up to £500 towards one of the following:

- The rental of a hire vehicle which we deem is appropriate for your requirements for the purpose of carrying out your original trip within the territorial limits (Europe)
- The cost of rebooking your original sea or motorail crossing to the nearest available date once your vehicle has been repaired.

Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. Cover will only apply if **you** can evidence in writing the duration of **your** planned **trip** was for less than 90 days.

We will only reimburse claims when **we** are in receipt of:

- Valid proof of payment for the hire vehicle and/or
- Rebooked sea/motorail crossing tickets, together with copies of your original sea/ motorail crossing tickets and;
- Evidence from a suitable garage detailing the repairs made to your vehicle.

Departure Cover does not apply for any breakdown occurring within ten days of you purchasing/upgrading this policy or in the event the imminent or actual breakdown of your vehicle is discovered during an MOT or service carried out within ten days prior to your intended departure.

General Notes Relating to European Cover

We will provide service in the territorial limits (Europe) where the maximum duration of any single trip does not exceed 90 days. 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.

Please ensure **you** carry **your** driving licence and V5C registration document with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** driving licence or V5C registration document. **you** will be held liable for any costs incurred if copies if **your** driving licence or V5C registration document are not immediately available.

Due to differing national standards and infrastructures abroad, assistance may take longer in arriving. We will require detailed information from you regarding the location of your vehicle. We will need to know details of your itinerary and if requested proof of both your outbound and inbound travel dates must be provided to validate your claim. When we have all the required information we will liaise with our European network and you must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, we will not be held liable for any delay this causes.

In the event of a **breakdown** on a motorway or major public road within the **territorial limits** (**Europe**), access may be restricted to a private towing service only. Should this occur, **you** will need to obtain assistance via the SOS phones. The private towing service will tow **your vehicle** 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 valid proof of payment. Payment will be made in accordance with the exchange rate on the date of the claim.

For assistance in the **territorial limits (Europe)**, call **us** on:

0044 1206 785975

Roadside Assistance Abroad

In the event of a **breakdown** within the **territorial limits (Europe)** which occurs during the Period of Insurance, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** able to undertake the repair.

Recovery and Repatriation Service

If the **vehicle** cannot be repaired within 48 hours or by **your** intended return, whichever is due to occur last, **we** will arrange and pay for **your vehicle** and the **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**).

Alternative Transport Abroad*

In the event of a **breakdown** within the **territorial limits** (**Europe**), we will pay up to £500 towards the reasonable cost of alternative transport or a hire **vehicle** up to 1,600cc to allow **you** to continue **your trip** in the **territorial limits** (**Europe**) whilst **your vehicle** remains unroadworthy. We will also pay up to £200 towards the reasonable cost of alternative transport for two people to return and collect the repaired **vehicle**.

Emergency Overnight Accommodation Abroad*

In the event of a **breakdown** within the **territorial limits** (Europe) where **your vehicle** cannot be repaired the same working day and which results in **you** not being able to stay at **your** pre-booked accommodation, **we** will pay up to £150 per person for one night towards the reasonable cost of overnight accommodation including breakfast for **you** and **your passengers**. The maximum Emergency Overnight Accommodation Abroad payment per incident is £1,000.

* These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for a hire **vehicle** which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of valid proof of payment.

Shipping of Spare Parts

Where it is more efficient and cost effective to do so, **we** will pay the reasonable cost of shipping replacement parts to the repairing garage within the **territorial limits (Europe)**. You will be responsible for the cost of the spare parts and **we** will only organise shipping once **you** have confirmed the spare parts have been paid for. Although **we** will endeavour to source the required spare parts for **you**, **we** can make no guarantee the parts will be immediately available to **us**.

Message Service

If you require, we will pass on two messages to your home or place of work to let them know of your predicament and ease your worry.

GENERAL NOTES

Uninsured Service

We can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of Vehicle

Our policy only covers the **vehicle** registered on **our** database, therefore any change must be notified immediately by contacting the organisation **you** purchased this policy from. Please provide them with **your** policy number, the new registration, make, model and colour of **your vehicle** and the date **you** wish to make the change.

Call Recording

To help **us** provide a quality service, **your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **breakdown** service **we** provide.

Governing Law

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

Language

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

Measurements

A Home Assist is calculated using a straight line from the **home address** to the location of the **breakdown**. All other measurements are calculated using driving distances.

Garage Repairs

Any repairs undertaken by the **recovery operators** at their premises are provided under a separate contract, which is between **you** and the **recovery operator**.

Multiple Vehicle Policies

Multiple **vehicle** policies must be registered to one address within the **territorial limits (UK)**.

Signing Documentation

You may be asked to sign documents by the recovery operator which relate to the service being provided. Whilst you are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full. In the event you require assistance with understanding such documents please contact us on 01206 785975.

Emergency Repairs

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

EXCLUSIONS

Applying to all sections unless otherwise stated
This insurance does not cover the following:

- a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard 50mm tow ball coupling hitch.
 - **b)** Breakdowns or **accidents** to the caravan or trailer itself.
- 2. Any costs incurred to attend the **vehicle** due to faults with electric windows, sun roofs, broken windows/windscreens or locks not working which prevent the **vehicle** from being parked securely, unless the fault occurs during the course of a journey and **your** safety is compromised.
- 3. Breakdowns caused by a failure to maintain the **vehicle** in a roadworthy condition including the routine servicing of the **vehicle** in accordance with the manufacturer's recommendations or maintaining proper levels of oil and water.
- 4. Costs incurred in addition to a standard callout where service cannot be undertaken at the roadside because the vehicle is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.

- 5. Specialist Equipment, additional manpower and/or recovery vehicles, or a recovery further than ten miles from the scene of the breakdown if your vehicle is immobilised due to snow, mud, sand, water, ice, or a flood.
- Breakdowns caused by overloading of the vehicle or carrying more passengers than it is designed to carry.
- 7. Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless your vehicle has been fully repaired at a suitable garage, declared fit to drive by the recovery operator or is in transit to a pre-booked appointment at a suitable garage.
- 8. 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 **vehicle** and **passenger** recovery is required **we** will only recover to one address in respect of any one **breakdown**.
- Any vehicle which is not listed on your policy schedule as being eligible for breakdown cover with us.
- 10. Any request for service if the vehicle is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
- **11.** Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- **12.** The cost of any parts, components or materials used to repair the **vehicle**.

- **13.** Repair and labour costs other than an hour's roadside labour at the scene.
- 14. The use of specialist equipment occasionally required because the vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance.
- **15.** The cost of draining or removing the incorrect type of or any contaminated fuel.
- Storage charges unless incurred whilst we organise repatriation from the territorial limits (Europe).
- **17.** Any claim within 24 hours of the time the policy is purchased.
- **18.** Any **breakdown** that occurred before the policy commenced, the **vehicle** was placed on cover, or before the policy was upgraded.
- 19. More than six callouts per insured vehicle in any one period of insurance. Should you change your vehicle mid-term, the number of callouts provided to the previous vehicle(s) will be carried forward.
- **20.** Claims totalling more than £15,000 in any one Period of Insurance.
- **21.** Any costs or expenses not authorised by **our rescue co-ordinators** prior to being incurred.
- **22.** The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
- 23. Any charges where you or the Emergency Services arrange assistance or repairs by other means unless we have agreed to reimburse you.

- 24. Any damage or loss to your vehicle or its contents caused by the recovery operator. It is your responsibility to ensure personal possessions are removed prior to your vehicle being transported.
- 25. Nothing in this policy limits our liability for death or personal injury caused by the negligence of us or our employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
- 26. Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.
- **27.** Any cost that would have been incurred if no claim had arisen.
- 28. Any false or fraudulent claims.
- **29.** The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.
- 30. 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.
- Recovery of the vehicle or your transport costs to return the vehicle to your home address once it has been inspected or repaired.
- 32. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, we will not pay for any time that has to be taken off work because of a breakdown.

- 33. Any cost incurred as a result of your failure to comply with requests by us or the recovery operator concerning the assistance being provided.
- **34.** A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
- 35. Fines and penalties imposed by courts.
- **36.** Any cost recoverable under any other insurance policy that **you** may have.
- **37.** Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear 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) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.
- **38.** Any cover which is not specifically detailed within this policy.

Additional exclusions applying to the European Assistance

- Service where repatriation costs exceed the market value of the vehicle.
- 2. The cost of privately arranged towing from a European motorway exceeding £150.
- Repatriation to the UK within 48 hours of the original breakdown or by your intended return, whichever is due to occur last, 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.

GENERAL CONDITIONS

Applying to all sections

- 1. We will provide cover if:
 - You have met all the terms and conditions within this insurance.
 - b) The information provided to us, as far as you are aware, is correct.
- 2. Details of your cover may not reach us by the time assistance is required. In this unlikely event, we will assist you however before assistance can be provided we will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If we receive confirmation that you have adequate cover the reserved funds will be released. If we receive confirmation that you do not have adequate cover we will take payment for any uninsured costs.
- The driver of the vehicle must remain with or nearby the vehicle until help arrives.
- 4. If a callout is cancelled by you and a recovery operator has already been dispatched, you will lose a callout from your policy. We recommend you to wait for assistance to ensure the vehicle is functioning correctly. If you do not wait for assistance and the vehicle breaks down again within 12 hours, you will be charged for the second and any subsequent callouts.
- 5. We reserve the right to charge you for any costs incurred as a result of incorrect location details being provided.

- 6. We have the right to refuse to provide the service if you or your passengers are being obstructive in allowing us to provide the most appropriate assistance or are abusive to our rescue co-ordinators or the recovery operator.
- The vehicle must be registered to and ordinarily kept at an address within the territorial limits (UK) and you must be a permanent resident within the territorial limits (UK).
- 8. Vehicles must be located within the territorial limits (UK) when cover is purchased and commences.
- 9. When you contact us for assistance we may ask if your vehicle is fitted with alloy wheels. We must be advised the correct information at this time. If we are not made aware and we are unable to provide service promptly or efficiently through the recovery operator who will be assisting you, you will be charged for any additional costs incurred.

- 10. If in our opinion the vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the vehicle in its current condition following the breakdown, we have the option to pay you the market value of the **vehicle** in its current condition and pay **your** transportation costs to your home address. It will be your responsibility to apply for a Certificate of Destruction or other such document and you will be required to pay for any storage costs whilst this is obtained. If **you** would prefer the vehicle to be transported to your home address or original destination, this can be arranged but you will need to pay any costs which exceed the market value of the vehicle in its current condition. If the **vehicle** is beyond economical repair, you will have one week to advise us of how you wish to transport or dispose of the vehicle. If you do not contact us within one week you consent to us to dispose of the vehicle.
- 11. 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. If you do not have sufficient funds to pay for the parts, all further cover for the claim for this policy will cease.
- 12. In the event you use the service and the claim is subsequently found not to be covered by the policy you have purchased, we reserve the right to reclaim any monies from you in order to pay for the uninsured service.
- **13. We** may decline service if **you** have an outstanding debt with **us**.

- 14. If you have a right of action against a third party, you shall co-operate with us to recover any costs incurred by us. If you are covered by any other insurance policy for any costs incurred by us, you will need to claim these costs and reimburse us. We reserve the right to claim back any costs that are recoverable through a third party.
- 15. Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting your vehicle.
- 16. The transportation of livestock (including dogs) will be at the discretion of the recovery operator. We will endeavour to help arrange alternative transport but you will need to pay for this service immediately by credit or debit card.
- 17. Regardless of circumstances, we will not be held liable for any costs incurred if you are unable to make a telephone connection to any numbers provided. If you are unable to make a connection on any of the numbers provided, please call 01603 327180.

18. The policy is not transferable.

Should **you** wish to contact **us**, **we** can be contacted by:

- Mail: Customer Services
 c/o Call Assist Ltd,
 Axis Court
 North Station Road,
 Colchester CO1 1UX.
- Email: enquiries@call-assist.co.uk.
- Facsimile: 01206 364268.

CANCELLATION RIGHTS

This policy has a cooling-off period of 14 days from the time **you** receive this information or from the purchase date, whichever is the later. If **you** do not wish to continue with the insurance **we** will provide a refund of premium paid, providing no claim has been made.

You may cancel **your** policy after the 14 day cooling-off period but no refund of premium is available.

A refund of premium is not available for policies where the Period of Insurance is less than one month.

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

- Suspected or proven fraud
- Non-payment of premium when it is due
- **We** discover **you** are no longer eligible for cover with **us**
- If you are threatening or abusive to our staff or the people we instruct to assist with your breakdown, including the recovery operators.

In such situations, providing no claim has been made, **we** will refund the unexpired portion of **your** premium.

Please call the organisation **you** purchased this policy from to discuss.

OUR PROMISE TO YOU

We aim to provide a high standard of service. Please telephone **us** if **you** feel **we** have not achieved this and **we** will do **our** best to rectify the problem immediately.

COMPLAINTS PROCEDURE

Any complaint **you** have regarding **your** policy should be addressed to the policy administrator: Customer Services
Call Assist Limited
Axis Court

North Station Road Colchester Essex CO1 1UX.

Please include the details of **your** policy and in particular **your** policy number, to help **your** enquiry to be dealt with speedily.

We promise to:

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

If you remain dissatisfied with our final decision or if you have not received our final decision within eight weeks of us receiving your complaint, short of court action, you can ask The Financial Ombudsman Service to review your case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. If you do not refer your complaint within six months of our final decision The Financial Ombudsman Service will not have our permission to review your case and will only be able to do so in limited circumstances, such as if the delay was due to exceptional circumstances.

The Financial Ombudsman Service can be contacted at the following address: The Financial Ombudsman Service Exchange Tower London E14 9SR.

Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9 123 (free from some mobile phones) or email complaint.info@financialombudsman.org.uk.

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

Following the complaints procedure does not affect **your** rights to take legal proceedings.

FINANCIAL SERVICES COMPENSATION SCHEME

Motors Insurance Company Limited 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 its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) you can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit the website www.fscs.org.uk or write to:
Financial Services Compensation Scheme PO Box 300
Mitcheldean GL17 1DY.

YOUR PERSONAL INFORMATION

We (defined in the policy wording as Call Assist) collect and maintain personal information in order to administer this policy and provide the service detailed within this Policy Wording. All personal information is safeguarded with appropriate levels of security and in accordance with the Data Protection Act.

We will only share your information in the following circumstances:

- It is with the underwriter of this policy
- It is with the agents which sold this policy
- It is allowed by law
- It has been authorised by you
- It is to prevent fraud
- It is provided to Recovery Operators or other suppliers as required to fulfil our obligations in this Policy Wording and in which case your information will be limited to the minimum information ordinarily required.

Under the terms of the Data Protection Act you have the right to ask for a copy of any personal information we hold about you for an administrative fee. You will also have the right to ask for correction of any information held. Any inaccurate or misleading data will be corrected as soon as possible.

Enquiries in relation to data held by us should be directed to:

The Customer Services Department
Call Assist Ltd
Axis Court
North Station Road
Colchester
Essex CO1 1UX.

PRIVACY AND DATA PROTECTION NOTICE

1. Data Protection

Car Care Plan Limited (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 the Data Controller processes your personal data. For more information please visit www.view-privacy-policy.co.uk.

2. Use of your Personal Data

The Data Controller may use the personal data it holds about you for the purposes of providing products, services and insurance, administering memberships, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from the Data Controller or which the Data Controller feels may interest you. The Data Controller will also use your data to safeguard against fraud and money laundering and to meet the Data Controller's general legal or regulatory obligations.

3. Disclosure of your Personal Data

The Data Controller may disclose your personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

4. International Transfers of Data

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the European Economic Area ("EEA"). Where the Data Controller transfers your personal data outside of the EEA, the Data Controller will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

5. Your Rights

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

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning the Data Controller's use of your personal data, please contact:

The Data Protection Officer Car Care Plan Limited Jubilee House 5 Mid Point Business Park Thornbury West Yorkshire BD3 7AG England.

CALL RECORDING

To help us provide a quality service, your telephone calls may be recorded.

NOTES (continued)

NOTES (continued)







Brownhills Motorhomes Limited

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