



## Motoring Assistance Cover

This policy is administered by Hagerty International Limited.

This policy is underwritten by Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

**AXA Assistance** operates the 24-hour motoring assistance helpline. This insurance is effected in England and is subject to the Laws of England and Wales.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK, an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London E14 5HS, UK. Information can be obtained either by phoning to their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: [www.fsa.gov.uk](http://www.fsa.gov.uk). This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully.

Each section of cover confirms what is and is not covered. There are also general exclusions that apply to all sections of cover and general conditions that **you** must comply with for the policy to operate. If **you** find that the cover does not meet **your** needs, contact 08700 420 220 within 14 days of receipt of this document and Hagerty International Limited will arrange to cancel **your** policy.

## Meaning of words

Wherever the following words and phrases appear in bold in this document and in the Motoring Assistance Schedule they will always have these meanings:

- We/Us/Our**  
Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.  
Registered No: FC008998.
- You/Your/Driver**  
The policyholder or any person driving with **your** permission, and/or any passenger in the insured **vehicle** (maximum 7 people including the **driver**).
- Vehicle(s)**  
**Vehicle** means the private car or motorcycle which does not exceed 3,500 kg in gross weight, 5.1m in length, 1.95m in height and 2.1m in width, insured under **your** policy, as shown on the Motoring Assistance Schedule, details of which have been provided to Inter Partner Assistance SA and for which, the appropriate premium has been paid and received by Inter Partner Assistance SA.  
  
If **your vehicle** breaks down whilst towing a caravan or trailer **we** will recover **your vehicle** together with the caravan or trailer providing they do not exceed the following dimensions: 8m in length, 3m in height and 2.25m in width. **You** must carry a serviceable spare tyre and wheel for **your vehicle**, caravan or trailer, if it is designed to carry one.
- Your Home**  
The **UK** address last notified to Hagerty International Limited as **your** residence or place where **your vehicle** is usually kept within the **UK**.
- Breakdown**  
Immobilisation of the **vehicle** as a result of mechanical breakdown, accident, act of vandalism, fire or

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### Hagerty International Limited

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## ASSISTANCE ON MOTORWAYS

On many European motorways or Autoroutes, particularly in France, if **you** break down the emergency telephones will be answered by the police. They will arrange for a recovery vehicle to tow **you** and **your vehicle** off the motorway either to a local garage or perhaps to a motorway service station, without reference to **AXA Assistance**. **You** may be required to pay for this assistance on the spot, in which case obtain and keep a receipt and **we** will reimburse **you**. Alternatively, once **you** and **your vehicle** are towed to a place of safety call **AXA Assistance** and the recovery agent may accept **our** guarantee of payment. At this stage **AXA Assistance** will also arrange any other assistance **you** may require.

**Only by calling the Emergency Helpline numbers, will you be able to claim for the services provided.**

### Breakdown in the UK

#### Section A - Roadside Assistance + Local Recovery in the UK

##### What is covered:

1. If **your vehicle** is immobilised as a result of a **breakdown**, **we** will arrange and pay for a vehicle rescue operator to come to the place of the **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
2. If **your vehicle** cannot be made roadworthy at the place of **breakdown**, **we** will arrange and pay for **your vehicle** together with the **driver** and up to six passengers to be taken to a suitable local garage normally within 15 miles, for it to be repaired at **your** cost.

##### What is not covered:

1. A **breakdown** at or within a one-mile radius of **your home**.
2. Anything mentioned in the general exclusions.

#### Section B - Nationwide Recovery in the UK

The cover in this section will only apply if it is shown on **your** current Motoring Assistance Schedule.

##### What is covered:

If **your vehicle** cannot be made roadworthy at the place of the **breakdown**, and cannot be repaired the same day at a suitable local garage, **we** will arrange and pay for any one of the following:

1. **Nationwide Recovery Service**

For **your vehicle** together with the **driver** and up to six passengers to be taken to **your** intended destination or **home** anywhere in the **UK** and then at **your** request, for **your vehicle** to be taken to a garage of **your** choice within 15 miles during one complete journey, for it to be repaired at **your** cost.

2. **Overnight Accommodation**

Bed and breakfast expenses for one night only, limited to a maximum of £40 per person (£160 for **your** whole party).

3. **24 Hour UK Hire Vehicle**

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A hire vehicle of up to 1100cc for a period not exceeding 24 Hours. **You** will be responsible for the return of the hire vehicle and the collection of **your** repaired **vehicle**.

Please note: **We** will choose the most appropriate solution from one of the above options.

#### 4. **Emergency Driver within the UK**

If, during the journey, the **driver** suffers accidental bodily injury or illness, which means that he or she cannot drive and there is no one else, able or qualified to drive the **vehicle**, **we** will provide, and pay for, a driver to complete the journey or return the **vehicle** and passengers to the intended destination. **You** will need to provide some form of medical certification before **we** provide this benefit.

#### **What is not covered:**

1. A **breakdown** at or within a one-mile radius of **your home**.
2. Anything mentioned in the general exclusions.

#### **Section C - European Assistance**

The cover in this section will only apply if it is shown on **your** current Motoring Assistance Schedule and the appropriate premium has been paid.

In addition to those detailed in the **UK** section, wherever the following words and phrases appear in bold in this document and Motoring Assistance Schedule they will always have these meanings:

#### **Journey**

A return trip in **your vehicle** between **your home** in the **UK** and **your** destination abroad, within the territorial limits, which does not exceed 31 consecutive days, or no more than 90 days in total during the **period of cover**.

#### **Unless otherwise stated cover in section C only applies in the European countries listed below:**

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Malta, the Republic of Cyprus, the Vatican City, and dependent Islands, within the geographical area of Europe, of the aforementioned countries.

#### **C1) Before travel abroad starts**

The benefits shown under section C4 below also apply in the **UK** providing that the **breakdown** happens during **your journey**.

#### **C2) Roadside Assistance & Towing**

#### **What is covered:**

1. In the event that **your vehicle** is immobilised as a result of a **breakdown**, **we** will arrange and pay for a vehicle rescue operator to come to the place of **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
2. If **your vehicle** cannot be made roadworthy at the place of **breakdown**, **we** will arrange and pay for **your vehicle** together with the **driver** and up to six passengers to be taken to a suitable garage, for it to be repaired at **your** cost.

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3. Labour charges and/or replacement parts up to £200 for immediate emergency repairs which are necessary to make **your vehicle** secure following the theft or attempted theft of the **vehicle** or its contents.

**What is not covered:**

1. The cost of paint work and other cosmetic items.
2. Any amounts for making the **vehicle** secure once **you** have returned to the **UK**.
3. Anything mentioned in the general exclusions.

**C3) Delivering replacement parts**

**What is covered:**

1. If replacement parts are not available locally to repair the **vehicle** following a **breakdown** we will arrange and pay to have them delivered to **you** or an agreed location as quickly as reasonably possible.

**What is not covered:**

1. The actual cost of replacement parts and any customs duty. This must be paid to **us** using a credit or charge card, or at **our** discretion, any other payment method.
2. Any amount if the replacement parts can be obtained locally.
3. Anything mentioned in the general exclusions.

**C4) Loss of use of your vehicle**

**What is covered:**

If during **your journey your vehicle** is immobilised or made unroadworthy as a result of a **breakdown** and will take at least 8 hours to repair, or has been stolen and not recovered within 8 hours, **we** will arrange and pay for any one of the following:

1. To transport **you, your** passengers and luggage to **your** intended destination, and then return **you** to **your vehicle** once it is has been repaired, or, for a driver to bring **your vehicle** to **your** holiday location once it has been repaired.
2. The cost of hiring an alternative car while **your vehicle** is being repaired up to £70 per day and £750 in total.
3. Bed and Breakfast expenses up to £30 per person per day (£500 in total for **your** whole party) while **your vehicle** is being repaired, provided **your** original accommodation has been pre-paid and **you** can't get **your** money back.

Please note: **We** will choose the most appropriate solution from one of the above options.

**What is not covered:**

1. The cost of fuel or lubricants **you** use in the hire vehicle.
2. Anything mentioned in the general exclusions.

**C5) If you become ill or injured and can't drive**

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**What is covered:**

1. As long as **you** have medical proof that **you** can't drive, and no one else in **your** party can drive **you home**, **we** will pay for a qualified driver to bring **you, your passengers and your vehicle home**.

**What is not covered:**

1. Anything mentioned in the general exclusions.

**C6) If you can't use your own vehicle to get home**

**What is covered:**

If following a **breakdown your vehicle** is still not repaired or roadworthy when it is time for **you** to return **home**, **we** will pay for suitable transport to get **you, your passengers and your luggage home**, and up to £150 towards alternative travel costs in the **UK** while **you** wait for **your own vehicle**. **We** will also pay for:

1. Transporting **your vehicle** to **your home** or **your** chosen repairer in the **UK**
2. OR the cost of a single rail/sea ticket (or an air ticket if the rail/sea trip would take more than 12 hours) for **you** to go and fetch **your vehicle** once it has been repaired or found.
3. AND any storage charges (up to a total of £100) while it is waiting for repair, collection or transportation **home**.

**What is not covered:**

1. Any costs and expenses **you** would have incurred anyway for travelling **home**.
2. Loss or damage to personal possessions left in, on or near the **vehicle**.
3. The return of **your vehicle** to the **UK** if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the **UK**.
4. The return of **your vehicle** to the **UK** if repairs can be completed locally and **you** are either unable or unwilling to allow this to happen.
5. Anything mentioned in the general exclusions

**Section D - General Exclusions applying to all parts of this policy**

**What is not covered:**

1. Any **breakdown** that happens during the first 24 hours after cover is taken out for the first time, except for benefits shown under Section A, which are available immediately.
2. The cost of replacement fuel or for any spare parts required to restore the mobility of **your vehicle** or for any costs incurred as a result of the unavailability of replacement parts.
3. Labour costs of more than 1 hour for roadside assistance.
4. If **we** consider that a locksmith, body, glass or tyre specialist is needed, **we** will try to arrange these for **you** but **you** will have to pay for their services, unless **your vehicle** is covered under section C2, 3.

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5. The cost or the quality of repairs when **your vehicle** is repaired in any garage to which the **vehicle** is taken.
6. Any costs for **vehicles**, which have not been maintained and operated in accordance with the manufacturer's specifications.
7. Any call out or recovery costs incurred in the **UK** following a **breakdown** where the police or other emergency service insist on immediate recovery by a third party.
8. Assistance or recovery if **your vehicle** is partly or completely buried in snow, mud, sand or water.
9. **We** will not be liable for any Specialist Recovery costs incurred.
10. Damage or costs incurred as a direct result of gaining access to **your vehicle** following **your** request for assistance.
11. Consequential loss of any kind arising from the provision of, or delay in providing, the services this cover relates to.
12. Transportation of horses or livestock. Onward transportation of any animal in **your vehicle** shall be at **our** discretion and solely at **your** risk.
13. Any costs for **vehicles** that have broken down or are not roadworthy when cover was taken out.
14. The costs incurred in obtaining a spare wheel or tyre for roadside repair where **you** are unable to provide a serviceable spare wheel or tyre. Please note this exclusion does not apply if **your vehicle** is not designed to carry a spare wheel.
15. If **your vehicle** has been modified for, or is taking part in, racing, trials or rallying.
16. Any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.
17. Recovery where **your vehicle** is carrying more occupants than a **driver** and up to 6 passengers or a greater weight, than for which the **vehicle** was designed, or where the **vehicle** is being used unreasonably on unsuitable terrain.
18. Recovery or assistance where the **vehicle** exceeds 3,500 kg gross vehicle weight or 5.1m in length, 1.95m in height and 2.1m in width.
19. Recovery or assistance where **your vehicle** is being used for the carriage of people for hire or reward, unless **we** have agreed this with **you**.
20. Recovery or assistance where the **vehicle** is being used for the carriage of commercial goods.
21. Any claim arising from the driving of **your vehicle** with **your** consent by:
  - a. any person who **you** know does not have a valid **UK** driving licence or
  - b. is not keeping to the conditions of their driving license.
22. Any claim arising from an inadequate repair or attempted repair previously carried out during the course of the same trip.

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23. Recovery costs following a road traffic accident or other incident normally covered by a motor insurance policy.
24. Any loss or damage caused to **your vehicle**, or any loss or expense arising from or contributed to by:
  - a. Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - b. The radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
25. Loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
26. Any loss or damage caused by riot or civil commotion that happens outside the **UK**
27. Mobile phone and telephone call costs are not covered under **your** policy in any circumstances.
28. A **breakdown** at or within a one-mile radius of **your home**.

**Section E - GENERAL CONDITIONS applying to all parts of this policy**

1. **Your vehicle** must at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
2. If **we** arrange for temporary roadside repairs to be carried out following damage to **your vehicle**, or **we** provide recovery to **your** nominated destination, **we** shall not be liable to provide further assistance in respect of the same incident or insured event.
3. No benefit shall be payable unless **you** contact us via the emergency telephone numbers provided. **You** must not seek to contact any agent or repairer direct.
4. **You** are responsible for the safety of **your vehicle** and its contents and, unless incapacitated, or by arrangement with **us** or **our** agent, **you** must be in attendance at **your vehicle** at the estimated time **we** advise that assistance can be expected.
5. **Your** policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of Inter Partner Assistance SA.
6. **You** will have to pay the cost for the recovery or repair vehicle coming out to **you** if, after requesting assistance to which **you** are entitled, **your vehicle** is moved, recovered or repaired by any other means.
7. **You** will have to pay any toll or ferry fees incurred by the driver of the recovery vehicle.
8. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
9. **We** shall be entitled to request all reasonable assistance from **you** to conduct proceedings in **your** name for Inter Partner Assistance SA's benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any cover provided by this insurance.
10. **You** shall carry a serviceable spare tyre and wheel for **your vehicle** and any attached caravan or trailer. Please note this exclusion does not apply if **your vehicle** is not designed to carry a spare wheel.



11. **We** reserve the right to nominate a suitable garage equipped to undertake repair, at **your** expense, rather than recover an immobilised **vehicle**, where effective repairs can be completed within 8 Hours.
12. If **we** arrange for temporary roadside repairs to be carried out to **your vehicle**, **you** are required to then immediately arrange for any permanent repair that may be necessary.
13. If **your vehicle** needs to be taken to a garage after a **breakdown**, it must be in an easily accessible position for a recovery vehicle to load. If this is not the case **you** will have to pay an emergency recovery fee.
14. **You** will have to pay for parts, components or other products used in the repair of **your vehicle**.
15. **We** will not arrange for assistance where **your vehicle** is considered to be dangerous or illegal to repair or transport.
16. Inter Partner Assistance SA shall not be responsible for more than two claims made against the Service during any 12 month period which arise from a common identified fault; and no more than four in any 12 month period.
17. If **you** are covered for **breakdown** by any other insurance policy or warranty **you** must tell **us**.
18. Should **you** be unwilling to accept **our** decision or that of **our** agents on the most suitable form of assistance to be provided, **we** will pay not more than £100 for any one **breakdown** towards **your** preferred form of assistance.
19. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a vehicle of equivalent size but no guarantee can be given that there will be tow bars, bike racks, roof boxes, or other accessories included. Hire cars are provided subject to **you** meeting the conditions of the hirer. In most parts of Europe, hire cars are not permitted to cross national frontiers or to be brought back to the **UK**.
20. The parties to this insurance are **you** and **us** and any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance policy but this does not affect any right or remedy of a third party that exist or is available apart from that Act.
21. Any reduction in cover will only be allowed at renewal of the cover.
22. Hagerty International Limited may cancel this policy by giving **you** fourteen days notice by recorded delivery to **your** last known **UK** address.

### **Our Promise of Service**

**We** make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, the procedure below explains what **you** should do.

### **Complaints Procedure**

**You** can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK or telephone 0870 609 0023.

If it is impossible to reach an agreement **you** have the right to make an appeal to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR, UK or telephone 0845 080 1800.

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The existence of these procedures does not affect **your** right to take legal proceedings.

In addition Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms. Further information can be obtained from the website [www.fscs.org.uk](http://www.fscs.org.uk)

#### **Data Protection Act**

Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

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