

Keep this policy booklet in a safe place



# Rias Breakdown Policy Booklet



Rias Breakdown

**In the event of a breakdown please call**

In the UK 01206 812 711  
In Europe +44 1206 812 711  
If you are hard of hearing, please text 07537 404 890

Cut out and keep this card in your car.



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Please turn overleaf for your handy card – pop it in your car for when you need us most.

# Motor Breakdown Policy Wording

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This booklet will tell you all you need to know about Rias Breakdown products. It also explains clearly and simply how to make a claim, should you ever need to. It's worth taking the time to read it, so you know exactly what you are covered for. Then put it somewhere safe so you will know where it is should you need it. You should take note of the claims telephone numbers so you have them at hand in the event of an emergency. If there is anything you do not understand, please call us on 0345 650 0345 and we will be happy to help.

Your statement of fact will show the level of cover you have selected. The table below shows you which sections apply.

Part	Section	Section name	Cover level		
			Roadside Assistance	Comprehensive Gold	Total Protection
Part A	1	Roadside Assistance	✓	✓	✓
	2	Message Service	✓	✓	✓
	3	Vehicle Recovery/ Onward Transportation		✓	✓
	4	Home Assist		✓	✓
	5	Personal Cover (available at an additional cost – your statement of fact will show if you have selected this cover)	✓	✓	
Part B	6-14	European Assistance			✓

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## Useful Numbers

**For vehicle breakdowns in the UK call**

**01206 812 711**

**For vehicle breakdowns in Europe call**

**+44 1206 812 711**

**If you are hard of hearing, you can text**

**07537 404 890**

## 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 vehicle breakdown whilst away from their home within the territorial limits (UK) or territorial limits (Europe). Your statement of fact will show the cover level you have selected. Rias have not made a personal recommendation as to the suitability of this policy to your individual circumstances. As with any insurance, it does not cover all situations and you should read the terms and conditions of this policy to make sure that it meets your specific needs.

The premium is payable:

- By credit or debit card, or
- By direct debit instalments

If you pay by direct debit or continuous payment, Rias will automatically renew your policy unless you tell them otherwise. Rias will write to you before the policy renewal date to remind you of this and to let you know what the new payments will be.

You irrevocably authorise Rias to receive on your behalf any premium refund due to you, for any reason from your insurer or any other person in relation to this insurance. Rias may take away from this any amount that you owe them or their debt recovery agents. Rias will then refund you the balance.

## Who Provides Your Breakdown Cover?

This insurance policy is managed and provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX. Registered in England and Wales No 3668383 and is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No 354568.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No 202039.

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

## Change of Vehicle

This policy covers the vehicle registered on our database, (unless personal cover has been selected in which case the policy will cover the vehicle registered plus any vehicle you are travelling in). If there is any change to the vehicle registered you must report this immediately to Rias on 0345 650 0345. Please have your policy number, the new registration, make and

model of your vehicle and the date you wish us to make the change. If you do not tell Rias of the new vehicle details, we may not be able to supply you with a service.

## Governing Law and Language

This policy will be governed by English law, and you, we, your insurer and Rias 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).

The language for contractual terms and communication will be English.

## Fraud, Misrepresentation or Mis-description

We will not pay any claim if it is in any respect dishonest or fraudulent.

A person is committing fraud if they knowingly:

- Provide answers to our questions which are dishonest, inaccurate or misleadingly incomplete.
- Mislead Rias in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence us/ Rias to accept a claim.
- Make a fraudulent or false claim in full or in part by providing false information in order to influence us to accept a claim;
  - by exaggerating the amount of the claim; or
  - by supplying false or invalid documents in support of a claim.

If Rias/your insurer find that fraud has been committed Rias/your insurer will have the right to:

- Void the policy and may not refund any premium.

- Refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated.
- Recover any cost incurred by Rias/your insurer including investigating and legal cost.
- Recover the cost of any previously paid claims.

In addition Rias/your insurer may:

- Inform the police, which could result in prosecution.
- Inform other organisations as well as anti-fraud databases.

## Definitions

Throughout this section, your breakdown policy has certain words and phrases, which have special meanings and these are explained below.

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

**Breakdown** – Mechanical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery, or accidental damage to tyres, occurring during the period of insurance within the geographical limits. In the case of key breakage, keys locked within your insured vehicle, lack of fuel, the use of incorrect fuel, flat tyre, or puncture, we will pay for the roadside assistance and local recovery if appropriate. However, you will be responsible for paying any incremental costs such as lock replacement, new keys, drainage of tank, disposal of wrong fuel, any replacement fuel, and any replacement or repair of tyres.

Please note: If we are called six times in any one 12 month period of insurance, any subsequent incident(s) shall not be insured, and if we supply assistance we will charge you for the callout and any services provided.

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

**Hire or Reward** – Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

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

**Out of Hours** – Outside the normal operating times of most garages. Please note that these times may vary depending upon the times independent garages close in the area of the incident. Normal garage operating times are 9am to 5pm Monday to Friday and 9am to 12pm (midday) Saturday.

**Period of Insurance** – The 12 month period starting from the commencement date shown on the confirmation letter. During the annual period of insurance you will be covered for trips you undertake in the European area, on condition that the total period you spend travelling on such trips does not exceed a total of 91 days (irrespective of the number of individual trips you undertake).

**Recovery Operator** – The independent technician we appoint to attend the breakdown.

**Rescue Co-ordinator** – The telephone operator employed by us.

**Replacement Parts** – Those mechanical or electrical components that are essential to return the vehicle to a roadworthy condition.

**Rias** – Rias, a trading name of Ageas Retail Limited.

**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

**Statement of Fact** – The document provided by Rias detailing the period of insurance, eligible vehicle(s), and type of cover.

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

**Territorial limits (Europe)** – Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands (excluding Channel Islands residents), Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, 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, Isle of Man, and the Channel Islands for residents.

**Trip** – A journey in your vehicle (vehicles less than eleven years old only) to the countries of the territorial limits (Europe), not exceeding 31 consecutive days.

#### **Please note:**

Cover under Part B applies door-to-door, so all the appropriate benefits apply within the UK area during your direct journeys between home and the port or international rail terminal. You will be asked to demonstrate that you are planning or undertaking a journey abroad, for example by quoting a channel crossing or accommodation booking reference. If, however, your trip exceeds 31 consecutive days in length, then no cover will apply

under this policy in respect of those days in excess of this, and you will need to make your own arrangements for assistance.

**Us, We, Our** – Call Assist Ltd.

**Vehicle** – For Roadside Assistance and Comprehensive Gold - The vehicle or caravan/trailer being under 20 years old shown on your statement of fact

For Total Protection - The vehicle or caravan/trailer being under 10 years old.

This includes cars, motorised vans, light vans, estate cars, and 4x4 sport utility vehicles. Each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3500kg, length 7m, height 3m, width 2.25m, and not carrying more than the number of persons recommended by the manufacturer and for whom seats are available, with a maximum of 8 persons, including the driver. Not used by you for hire or reward or in the provision of courier services. If Personal Cover has been purchased this includes the vehicle shown on your statement of fact or any vehicle, as defined above, that you are driving in the event of a breakdown.

**Insured Person(s), You, Your** – The person named on the statement of fact or any other authorised occupant of the insured vehicle (other than hitch hiker).

**Your Insurer** – Ageas Insurance Limited.

## Part A

# Annual Cover for Motoring Assistance within the UK Territorial Limits

Cover applies as described in sections 1 to 5

### Your Cover

As shown in your statement of fact.

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

### What to do if you break down:

If your vehicle breaks down please call our 24 hour control centre on:  
01206 812 711.

When calling for assistance please have the following information ready to give to our rescue co-ordinator, who will use this to validate your policy:

- 1 Your return telephone number.
- 2 Your vehicle registration.
- 3 The precise location of your vehicle (or as accurate as you are able to in the circumstances).
- 4 The fault with your vehicle if known.
- 5 Any other information that will be useful to us.

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 404 890.

We will take your details and ask you to remain by the telephone you are calling from. Once we have made all the

arrangements we will telephone you to advise who will be coming out to you and how long they are expected to take. If calling from a mobile phone, it must be switched on and available to take calls at all times.

Please remember to guard your safety at all times but remain with or nearby your vehicle until our 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. Once our recovery operator arrives at the scene please be guided by their safety advice.

On motorways use the nearest emergency telephone and provide the police with our contact number and your policy details. The police may arrange for your recovery from the motorway. In this case contact us when you reach an ordinary phone or use a mobile. If the local police call for a recovery vehicle to tow you from the motorway, and you are asked to pay on the spot for this service, you should send us the original receipt.

**Remember, to comply with the policy terms and conditions you must contact us before incurring any expenses in order to obtain our prior authorisation.**



# Roadside Assistance

**If you have opted and paid for Roadside Assistance, it includes all the benefits under section 1 and section 2.**

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## Section 1: Roadside Assistance

If you are undertaking a trip within the territorial limits (Europe), different policy benefits apply during your journey to and from your home and port or rail terminal. Please refer to part B for full details.

If your vehicle is immobilised or rendered unroadworthy as a result of a breakdown at least one-mile from your home address, we will arrange and pay for:

1.1 Callout and up to 60 minutes labour for assistance at the roadside, and if necessary;

1.2 The transportation of your vehicle, and insured person(s) to the nearest suitable repairer up to a maximum of 20 mile from the scene of the break down.

Or

1.3 In the event of an out of hours incident when you cannot be recovered to an approved repairer the contractor will discuss recovering you to your preferred location, up to a maximum of 20 miles. Please note: Any distance over the 20 miles and associated costs are payable by the customer and will be agreed with the contractor prior to departure.

### Exclusions that apply to this section:

- Assistance at or within a one-mile radius of the home address.
- Roadside labour charges in excess of 60 minutes.
- Any labour charges incurred at the repairer's premises.

- The cost of replacement parts or materials used to repair your vehicle.
- Toll and ferry charges for your vehicle.
- Any winching charges or the use of specialist equipment.
- More than 6 call outs per policy per year.
- The cost of any replacement fuel supplied if your vehicle runs out.
- Anything mentioned in the general exclusions.

Please be aware that adverse weather conditions such as high winds, snow, ice or floods can make it impractical for us to provide our normal assistance services. In this event, our immediate priority is to ensure that you are taken to a place of safety, meaning that it may be necessary for us to attend to your vehicle later.

The choice of suitable repairer shall be at our discretion. You will be responsible for paying any costs which are not covered, directly to the repairer or the toll authority or sea transit carrier as appropriate.

## Section 2: 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.

# Comprehensive Gold

**If you have opted and paid for Comprehensive Gold Cover, it includes all the benefits of Roadside Assistance with the addition of:**

## Section 3: Vehicle Recovery/Onward Transportation

In the event of loss of use of the vehicle caused by breakdown, and it is apparent an effective repair cannot be made by the end of the working day in which the breakdown occurred, we will arrange to pay the cost of alternative transport to enable you to complete your journey.

3.1 We will pay for the transportation of your vehicle and insured person(s) to:

- i) Your home address, or
- ii) Your original destination anywhere in the UK, or
- iii) A suitable garage either in the vicinity of the breakdown location, or to a suitable garage of your choice

The means of transport will be at our discretion.

OR

3.2 If your vehicle has been stolen and has not been recovered by the end of the working day, we will arrange and pay for the transport of the insured person(s), by one direct journey, to return to your home address or original destination anywhere within the UK. The means of transport shall be at our discretion.

OR

3.3 If your vehicle has not been transported in accordance with the above, we will arrange and pay for up to £100 in total for the following benefits:-

- i) A hire car, where available, for up to 24 hours to either continue your journey or return home anywhere in the UK. We will pay for hire charges, collision damage

waiver and any necessary drop off charge, but you will be responsible for the cost of any fuel used.

**Please note: You will be responsible for any damage to the hire car and any excess imposed by the hire car provider. You must be able to satisfy the requirements of the hire car provider, as to an acceptable driving licence and minimum driver age. The provider may also require sight of your credit or debit card before releasing the vehicle to you. We will also pay for the cost of one single standard class rail ticket to enable you to collect your vehicle once repairs have been carried out.**

If we are unable to arrange a suitable hire car as your party is too large, or where it is not available under the supplier's hire terms, you may select one of the other two benefits from this section;

- ii) We will cover the cost for you to either continue your journey or return home, anywhere within the UK, by public transport. The means of such transport shall be at our discretion. We will also pay the cost of one single standard class rail ticket to enable you to collect your vehicle once repairs have been carried out

Or;

- iii) At our discretion, we will cover the cost of providing necessary bed and breakfast overnight accommodation for the insured person(s) in a local hotel while awaiting repairs. This only applies if the breakdown has occurred at a late hour and you are more than 25 miles from your home address.

### Exclusions applying to this section:

- a** Any costs which would have been incurred had no claim arisen.
- b** Toll and ferry charges to your vehicle.
- c** Long distance transport of your vehicle to the premises where your vehicle was purchased solely to claim under a warranty, when a suitable repair can be carried out at or near the scene of the breakdown.
- d** Fines, parking charges and any congestion charges arising from the use of a hire vehicle.
- e** Any amount over £100 for benefits paid under section 3.3.
- f** Anything mentioned in the general exclusions.
- g** Vehicles 11 years old and over (unless the additional premium for vehicle ages 11 to 20 years has been paid).

### Section 4: Home Assist

We will arrange and pay for a recovery operator to attend a breakdown at or within one-mile 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 insured person(s) to be recovered to the nearest suitable garage which is able to undertake the repair.

### Section 5: Personal Cover

If you have opted and paid for Personal Cover then all the services and benefits of Roadside Assistance OR Comprehensive Gold shall apply when the policyholder and/or spouse, commonlaw partner or dependant child living with the policyholder is/are travelling within the UK area during the period of insurance in any private vehicle which is not owned or hired by or leased to the policyholder, spouse or child.

#### Important notes relating to Personal Cover:

To ensure Personal Cover extends to a vehicle in which you intend to travel, please refer to 'vehicle' under the definitions section.

## Part B

### Total Protection

**If you have opted and paid for Total Protection, it includes all the benefits of Comprehensive Gold with the addition of:**

If your vehicle breaks down in Europe, please call our 24 hour control centre on: +44 1206 812 711

Cover applies as described in sections 6 to 14 including your direct journeys between home and your port or international rail terminal.

Please note that, if you are about to undertake a trip to the European Area, the maximum age of the vehicle is limited to not more than 10 years.

You will be asked to demonstrate that you are planning or undertaking a journey abroad, for example by quoting a hotel booking or channel crossing reference.

If your trip is planned to exceed 31 consecutive days, then no cover will apply under this policy in respect of those days in excess of this, and you will need to make your own arrangements for assistance.

Please also refer to Part C – Terms applying to all sections.

#### Section 6: Pre-Departure Cover

If your vehicle is lost, immobilised or rendered unroadworthy due to a breakdown, during the 7 days immediately preceding your arranged departure date for a trip, and your vehicle cannot be repaired or is not recovered prior to the arranged departure date, we will pay up to £750 in total under this policy to enable you to continue your original trip.

We will pay towards one of the following benefits:

6.1 The hire of a replacement vehicle, where available, for the purpose of carrying

out your original trip. We will pay for the rental charge, collision damage waiver and any necessary drop off charge. Please note: You will be responsible for any damage to the hire vehicle and any excess imposed by the hire car provider.

Or:

6.2 The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim.

Any claim involving a hire vehicle must be authorised by one of our rescue co-ordinators before expenses are incurred. You must contact us as soon as you know that your vehicle may be unavailable for your planned trip. Your claim must be supported by a letter from a garage confirming:

- The regular maintenance and servicing of your vehicle;
- Precise details of breakdown or damage;
- Breakdown, when occurring, was sudden and unforeseen; and
- Repairs cannot be made before the date planned for your trip to begin;

In the event of a theft, you will be required to report the incident to the police and obtain a crime reference number to be eligible for this benefit.

#### Exclusions applying to this section:

- a** Any claim resulting from breakdown if you have purchased this cover less than TEN days before the planned date of your trip.

- b** Any claim in relation to costs occurring after the 31st day of any one trip.
- c** Any claim when the actual or imminent breakdown of your vehicle is discovered or diagnosed in the course of a service carried out less than TEN days prior to your planned departure date.
- d** Loss of use of a vehicle hired to you
- e** The cost of fuel, oil or insurance for a hire vehicle.
- f** Fines, parking charges, or congestion charges arising from use of a hire vehicle.
- g** Trips solely within the territorial limits (UK).
- h** Anything mentioned in the general exclusions .
- i** Vehicles that were first registered more than 11 years prior to commencement of the current period of insurance.
- j** The cost of any personal accident insurance or other benefit not specifically covered under this policy.
- c** The cost of replacement parts or materials used to repair your vehicle.
- d** Any winching charges or the use of specialist equipment.
- e** Trips solely within the territorial limits (UK).
- f** Anything mentioned in the general exclusions.
- g** Vehicles that were first registered more than 11 years prior to the commencement of the current period of insurance.

## Section 8: Replacement Parts

In the event of necessary replacement parts not being available locally during your trip, on receipt of your instructions, we will undertake to obtain them elsewhere and will pay all freight charges involved in dispatching them to the location of your vehicle. The maximum we will pay under this section will be £600. Please be aware that there may be some delay dispatching replacement parts.

We will endeavour to provide the replacement parts required but we can give no guarantee that they will be available, especially in the case of older or specialist vehicles where parts may be impossible to locate. We will pay the cost of location and transport of the replacement parts only.

The actual cost of the parts and any customs duty must be paid to us by you, by direct debit or credit card or by a prior deposit of funds in the UK area.

When you are invoiced for a surcharge subject to the return of the old unit or part, you must return the defective part at your own expense to the supplier.

If you place a firm order for replacement parts and these are not subsequently required, or you do not await their arrival, you will be responsible for the cost of such

## Section 7: Roadside Assistance

If your vehicle is immobilised or rendered unroadworthy during the trip as a result of fire, theft, accidental damage or breakdown, we will arrange and pay up to a maximum under this policy of £250 for roadside assistance and, if necessary, transportation of the insured person(s) and the insured vehicle to the nearest suitable repairer.

A garage or specialist undertaking repair work (other than at the roadside) will be acting as your agent for such repair work.

### Exclusions applying to this section:

- a** Any claim in relation to costs occurring after the 31st day of any one trip.
- b** Charges for any labour not incurred at the roadside.

parts, including all forwarding charges arising from their return and also any further delivery charges for the correct part.

If you request a repairing garage or dealer to specify replacement parts then the instructions from the garage or dealer will be treated as coming from you.

### Exclusions applying to this section:

- a** Any claim in relation to incidents occurring after the 31st day of any one trip.
- b** The actual cost of any replacement parts.
- c** Trips solely within the territorial limits (UK).
- d** Forwarding charges in excess of the market value of the vehicle.
- e** Forwarding charges for parts that are not essential.
- f** Any costs that exceed £600.
- g** Anything mentioned in the general exclusions.

## Section 9: Theft & Attempted Theft

In the event of a theft or attempted theft of your vehicle or the contents contained within your vehicle during a trip, we will pay up to £175 in total under this policy, for immediate emergency repairs and/or replacement parts, which are necessary to place your vehicle in a secure condition to continue the trip.

You must obtain a police report within 24 hours of the incident giving rise to a claim.

### Exclusions applying to this section

- a** Any claim when your trip has exceeded 31 consecutive days.
- b** Damage to paintwork or other cosmetic items.

- c** Costs incurred following your return home.
- d** Trips solely within the territorial limits (UK).
- e** Anything mentioned in the general exclusions.
- f** Vehicles that were first registered more than eleven years prior to commencement of the current period of insurance.

## Section 10: Vehicle Out of Use

If your vehicle is lost, immobilised or rendered unroadworthy during a trip as a result of fire, theft, accidental damage or breakdown, and repairs cannot take effect on the same working day:

10.1 We will pay the additional cost of transporting you with your luggage, to your destination by public transport.

10.2 OR for the immediate hire of a replacement vehicle, where and when obtainable (to include rental charge, collision damage waiver and any necessary drop-off charge) whilst your vehicle remains unserviceable, up to £750 in total under this policy. Please note: you will be responsible for any damage to the hire vehicle and any excess imposed by the hire car provider. Once the replacement vehicle has returned to the UK, it will no longer be covered irrespective of whether the original insured vehicle is still in the process of repatriation. If we are unable to arrange a hire vehicle as your party is too large, or where it is not available under suppliers hire terms, you may select the other benefit under this section as below.

10.3 OR alternatively we will pay the cost of local overnight hotel accommodation whilst your vehicle is being repaired. Bed and breakfast only costs will be paid up to £125 per person, with a maximum total paid under this policy of £750, provided that such cost is additional to or in excess of

any planned accommodation costs payable by you had no claim arisen.

### Exclusions applying to this section:

- a** Any claim in relation to incidents occurring after the 31st day of any one trip.
- b** The cost of fuel, oil or insurance for a hire vehicle.
- c** The cost of any personal accident insurance or other benefit not specifically covered under this policy.
- d** Costs incurred outside the period of the trip.
- e** Fines, parking charges and any congestion charges arising from use of a hire vehicle.
- f** Trips solely within the territorial limits (UK).
- g** Vehicles that were first registered more than eleven years prior to commencement of the current period of insurance.
- h** Anything mentioned in the general exclusions.

## Section 11: Replacement Driver

In the event that you are declared medically unfit to drive your vehicle during the course of a trip, or having to return home early because of what we agree is a serious or urgent reason, and none of your passengers are qualified and competent to drive, we will pay necessary additional costs incurred to return your vehicle to your home address in the country of departure.

We may elect to provide a qualified driver to drive back your vehicle, you and your passengers

### Exclusions applying to this section:

- a** Any claim in relation to incidents occurring after the 31st day of any one trip.

- b** Trips solely within the territorial limits (UK).

- c** Anything mentioned in the general exclusions.

- d** Vehicles that were first registered more than eleven years prior to commencement of the current period of insurance.

## Section 12: Repatriation

If your vehicle is lost, immobilised or rendered unroadworthy during a trip as a result of fire, theft, accidental damage or breakdown:

12.1 We will pay the cost of transporting you, with your hand luggage and valuables, to your home address in the UK territorial limits if your vehicle cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of your return home. The means of transport to be employed shall be at our discretion and subject to availability.

12.2 We will pay the cost of transporting your vehicle to your home address in the UK territorial limits if repairs cannot be carried out abroad (or your vehicle, if stolen, has been recovered but not in a roadworthy condition), by the intended time of your return home. We will pay necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs.

Or:

12.3 When agreed in advance by us, we will pay the cost for one person to travel to the location of your vehicle by public transport to drive the repaired vehicle to your home address in the UK.

The maximum we will pay under this policy to repatriate your vehicle will be limited to its current market value in the UK. Vehicle repatriation will only be carried out when it is apparent that repairs can be carried out

within the territorial limits (UK), and when you confirm to us that these repairs will be carried out.

If you are repatriated by us, we will pay the cost of transporting your personal possessions, other than hand luggage and valuables, to your home address either together with or separately from your vehicle.

### Exclusions applying to this section:

- a** Any claim in relation to incidents occurring after the 31st day of any one trip.
- b** Trips solely within the territorial limits (UK).
- c** Vehicles that were first registered more than eleven years prior to commencement of the current period of insurance
- d** Anything mentioned in the general exclusions.

## Section 13: Customs Regulations

If as a result of fire, theft, accidental damage or breakdown occurring outside the country of departure during a trip:

13.1 Your vehicle is beyond economic repair, we may arrange for its disposal under customs supervision in the country where it is situated. In this case we will deal with the necessary customs formalities.

13.2 Your vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or you inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then we will pay your liability for any duty claimed from you. We will not pay the cost of any other import duties imposed by customs.

### Exclusions applying to this section

- a** Any claim in relation to incidents occurring after the 31st day of any one trip.
- b** The cost of any import duties imposed by customs.
- c** Anything mentioned in the general exclusions.
- d** Vehicles that were first registered more than eleven years prior to commencement of the current period of insurance.

### Requesting emergency assistance while on a trip

In an emergency, first check that the circumstances are covered by this policy. Having done this, please telephone us on +44 1206 812 711. When calling for assistance please have the following information ready to give our rescue co-ordinator, who will use this to validate your policy:

- 1** Your telephone number.
- 2** Your vehicle registration.
- 3** The precise location of your vehicle (or as accurate as you are able to in the circumstances).
- 4** The fault with your vehicle if known.
- 5** Any other information that will be useful to us.

Please ensure that you carry your V5 registration document and drivers licence with you during your journey. Regulations are different when you breakdown in Europe and help may take longer in arriving. We will require detailed information from you regarding the location of your vehicle. We will need to know if you are on an outward or inward journey and details of your booking arrangements. When we have all the required information we will liaise with our European network. You will



be kept updated and therefore, you will be asked to remain at the telephone number you called from.

### General notes relating to Europe

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.

system method, you will responsible for supplying us with the correct bank account details and your full authority for us to remit monies directly to that account. Provided that payment is remitted to the bank account designated by you, we shall have no further liability or responsibility in respect of such payment, and it shall be your sole responsibility to make collection of any misdirected payment. In the event of incorrect details having been provided to us.

## Section 14: Making a Breakdown Claim on your Return Home

First, check the appropriate sections of your policy to make sure that what you are claiming for is covered.

14.1 Call our claims helpline on 01206 812 711. Alternatively you can email or write, giving your name, policy number and brief details of your claim.

14.2 All claims must be submitted within 28 days of your return, accompanied by original invoices/receipts. Please refer to the relevant section of your policy for specific conditions and details of the supporting evidence that we require.

14.3 Please remember that it is always advisable to retain copies of all documents when submitting your claim.

14.4 In order to facilitate prompt handling of claims, we may use appointed claims handling agents.

14.5 When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking

## Part C

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# General Terms Applying to all Levels of Cover (Roadside Assistance, Comprehensive Gold and Total Protection)

### Section 15: General Exclusions

This policy does not cover the following:-

15.1 Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations: a previous inadequate repair; unsuccessful D.I.Y dismantling and/or reassembly; and kit cars.

15.2 Any subsequent call outs 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 our recovery agent, or is in transit to a pre-booked appointment at a suitable garage.

15.3 Breakdowns caused by failure to maintain your vehicle in a roadworthy condition including maintenance or proper levels of oil and water.

15.4 Service if your vehicle is being used for motor racing (whether against the clock or other competitions), rallies, track days, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.

15.5 Specialist equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the breakdown if your vehicle is immobilised due to snow, mud, sand, water, ice, or a flood.

15.6 Vehicles not in a roadworthy condition at the time cover is in force.

15.7 Any deliberately careless or deliberately negligent act or omission by you.

15.8 Loss or destruction or damage, or any loss or expense whatsoever resulting from:

- a** Ionising radiation or contamination by radioactivity from irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
- b** The radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
- c** War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs; civil war riot; rebellion; insurrection; revolution; overthrow; of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons, release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the acts of agents of a state foreign to the nationality of the insured person whether war be declared in that state or not; terrorist activity. For the purpose of the exclusion terrorist activity means an

act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public in fear. Terrorist activity can include, but not limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

15.9 Any cost recoverable under any other insurance policy that you may have.

15.10 The cost of food, drinks, telephone calls (whenever possible, we will call you back as soon as possible), or other incidentals.

15.11 Ferry and toll charges, fines or penalties imposed by the courts or congestion charges arising under this policy.

15.12 Any winching costs or specialist off-highway equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered specialist. Once your vehicle has been recovered to a suitable location, normal service will be provided.

15.13 Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised your vehicle's removal.

15.14 The cost of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but all other costs incurred will be at your expense.

15.15 Any costs for locksmiths, glass replacement or tyre specialists are your responsibility.

15.16 Claims arising from faults which were known to you at the time of applying for this policy or at any time prior to the commencement date of the period of insurance.

15.17 Any cost that would have been incurred if no claim had arisen.

15.18 Any caravan/trailer which exceeds 3500kg, 7 metres in length, 3 metres in height or 2.25 metres in width, and where it is not attached to your vehicle with a standard towing hitch.

15.19 Vehicles not registered with us, unless you have purchased Personal Cover and this is shown on your statement of fact.

15.20 Repair and labour costs other than 60 minutes roadside labour at the scene.

15.21 The cost of fuel, oil or insurance for a hire vehicle.

15.22 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.

15.23 Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.

15.24 Any claims relating to the following:-

a) Vehicles in excess of 3,500kg (3.5 tonnes) in weight.

b) Vehicles more than 7 metres (23 feet) long, 2.25 metres (7 feet) wide and 3 metres (10 feet) high.

15.25 More than 6 callouts per policy per year.

15.26 Assistance if your vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.

15.27 Any cover which is not specifically detailed within this policy.

15.28 Claims arising from loss of or damage to contents of the insured vehicle.

15.29 Immobilisation of, or damage to, the insured vehicle or any component, or travel delay or any subsequent loss, directly or indirectly caused by the actual or potential inability of any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.

15.30 The cost of any parts, components or materials used to repair the vehicle.

15.31 Any direct or indirect loss of any kind arising from the provision of, or delay in providing, the services to which this policy relates, unless negligence on our part can be demonstrated. An example of this would be loss of wages as a result of an insured incident.

15.32 Any claim when you have not paid the appropriate premium for the full number of days comprising your planned trip. If you travel for more than the number of days for which you have paid for cover, you will not be covered after the last day for which you have paid.

15.33 Benefits and services described in any option which are not shown on your confirmation letter as being covered.

## Section 16: General Conditions

16.1 You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this policy. You must act as if you are not insured. You must take all steps necessary to expedite the completion of repairs, and you shall not abandon your vehicle or any of its parts to us without our authorisation.

16.2 We cannot accept responsibility for the transportation of pet animals or livestock carried within your vehicle or your towed caravan or trailer at the time of a breakdown. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown, would not be covered by this policy.

16.3 You must answer all questions about this policy honestly and fully at all times. You must also tell Rias straight away if anything that you have already told them changes. If you do not tell Rias, your policy may be cancelled and any claim you make may not be paid.

16.4 We will not accept liability for expenses incurred without our prior knowledge or consent and the emergency centre must be contacted when an incident arises that may be subject of a claim. Please telephone us first.

16.5 If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, we offer you the option of resolving this by using the arbitration procedure we have arranged.

16.6 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this insurance, this policy shall become void and the premium paid shall be forfeited.

Any benefits so claimed and received must be repaid to us.

16.7 You will be required to reimburse to us, within seven days of our request to you, any costs or expenses we have paid out on your behalf which are not covered under the terms of the insurance.

16.8 A garage or specialist undertaking repair work on your instructions and which is not specifically covered under this policy will be acting as your agent for such repair work.

16.9 If you have a road traffic accident, you must supply your motor vehicle insurance details to us when we ask for this information. The incident must be reported to your motor insurer.

16.10 We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions, remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.

16.11 In the event of a valid claim involving your repatriation from a trip, you shall allow us the use of any relevant travel tickets you are not able to use because of the claim.

16.12 This policy only covers you for trips up to 31 consecutive days. If your planned journey exceeds this limit, then no cover will apply under this policy in respect of those days in excess of this, and you will need to make your own arrangements for assistance.

16.13 We will only accept liability for expenses incurred with our prior knowledge or consent and the emergency centre must be contacted when an incident arises that may be the subject of a claim. Please telephone us first.

16.14 You must make no admission, offer, promise or payment without our prior consent. In order to benefit from the cover, an insured person or member other

than the policyholder must agree to abide by all the relevant terms, conditions and exclusions of this policy.

16.15 If any dispute arises as to policy interpretation or as to any rights or obligations under the policy, we offer you the option of resolving this by using the arbitration procedure we have arranged. Please see the details shown in Section 17 - Complaints Procedure. Using this service will not affect your legal rights

16.16 Nothing in this policy limits our liability for death or personal injury caused by 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.

16.17 We may at any time, pay to you our liability under this policy after which no further liability shall attach to us in any respect or as a consequence of such action.

16.18 Service (other than under the optional Personal Cover within the UK area) shall apply only to the insured vehicle that has been notified to us as being a permanent substitute for the original insured vehicle. You should therefore ensure that such notification is made immediately when a substitution occurs to avoid service being withheld.

## Section 17: How to Make a Complaint

If you are unhappy with the service that has been provided by Rias (including information or documentation issued to you), you should contact Rias as follows:



Customer Relations Manager,  
Rias,  
Deansleigh House,  
Deansleigh Road,  
Bournemouth  
BH7 7DU



0345 045 0059



customerrelations@rias.co.uk

If your complaint concerns the service provided by Call Assist or is specifically in relation to a claim, you should contact:



Customer Services,  
Call Assist Ltd,  
Axis Court,  
North Station Road,  
Colchester,  
Essex  
CO1 1UX



01206 771788



customerservices@call-assist.co.uk

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

We/Rias will try to resolve your complaint by the end of the third working day and we will send you a summary resolution letter. If we are unable to do this, we/Rias will write to you within five working days to let you know what we are doing to resolve your complaint and let you know who is dealing with the matter. Within eight weeks of receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

You have the right to ask the Financial Ombudsman Service to review your complaint, free of charge, if for any reason you are still dissatisfied with either the summary resolution or final response letter, or if we/Rias have not issued our final response within eight weeks from you first raising the complaint. However, you must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service as follows:



Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR



0800 023 4567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have our/Rias' permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Following the above complaints procedure does not affect your right to take legal proceedings.

## Section 18: Financial Services Compensation Scheme

Rias, your insurer and Call Assist Ltd are covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event We/Rias/Your Insurer/Call Assist Ltd cannot meet their obligations to you. This depends on the type of insurance and circumstances of the claim. Further information is available from the Financial Services Compensation scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively more information can be found at: [www.fscs.org.uk](http://www.fscs.org.uk).

## Section 19: How to Cancel Your Breakdown Policy

### Cancellation within 14 days of starting this policy

You may cancel your policy within 14 days from either the purchase date of the policy or the date you receive your policy documents (whichever is later). You can cancel by writing to Rias, Deansleigh House, Deansleigh Road, Bournemouth, BH7 7DU or phoning them on 0345 650 0345. Providing a claim has not been made and no incidents have arisen that may give rise to a claim, a full refund of your premium will be provided. If there has been a claim or an incident has arisen that may give rise to a claim, no refund will be given and the annual premium must be paid in full.

### Cancellation after the 14 days

Cancellation can also take place at a later date. If no claims have been made during the insured period, and no incidents have arisen that may give rise to a claim Rias will refund the percentage of the premium paid in proportion to the period of insurance left unused. If there has been a claim or an incident has arisen that may give rise

to a claim, no refund will be given and the annual premium must be paid in full.

Rias or your insurer may cancel this policy by giving you at least seven days written notice at your last known address. Valid reasons may include but are not limited to:

- 1 Fraud.
- 2 Non payment of premium.
- 3 Threatening and abusive behaviour.
- 4 Non-compliance with policy terms and conditions.
- 5 You, Rias or your insurer cancel your underlying car insurance policy.

Providing the premium has been paid in full you shall be entitled to a proportional rebate of premium in respect of the unexpired period of insurance.

If you have purchased this policy alongside your car insurance then it will run concurrently with your car insurance policy. If your car insurance policy is cancelled for any reason this policy will also be cancelled.

## Section 20: Your Information and What we do With it

You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information. For the following information only, please note that references to 'we', 'us' or 'our' this refers to Ageas Retail Limited, your broker, the underwriter and the product provider.

For full details of Ageas' Privacy Notice please go to [www.ageas.co.uk/privacy-notice](http://www.ageas.co.uk/privacy-notice) or contact our Data Protection Officer at: Ageas House, Hampshire

Corporate Park, Templars Way, Eastleigh,  
Hampshire SO53 3YA or by emailing  
thedpo@ageas.co.uk

## Collecting your information

We collect a variety of information about you, such as:

- Your name, address, contact details and date of birth.
- Information about what and/or who you want to insure, such as vehicle details, named drivers, travel details and companions.
- Your claims and credit history.
- Any criminal offences.
- Information about your use of our website such as your IP address which is a unique number identifying your computer.
- Special categories of personal information (previously known as 'sensitive personal information'), such as details regarding your health.

This information is necessary for us to be able to provide you with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- You or someone connected with you, as well as publicly available sources of information like social media and networking.
- Third parties' databases that have been made available to the insurance industry, as well as where you have given your permission to share information with third parties like us.
- Price comparison websites, if you have used them to obtain a quotation for a policy.

## Using your information

We use your personal information and/or special categories of personal information to not only provide you with our products and services, but to better understand and predict your needs and preferences, so that we can continue to improve our products and services to give you insurance that is right for you. These uses include:

- Providing you with services relating to an insurance quotation or policy, for example:
  - Assessing your insurance application and arranging your insurance policy including checking databases showing no claims discount entitlement and driving licence records.
  - Managing your insurance policy including claims handling and issuing policy documentation to you.
  - Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.
- Where we believe we have a justifiable reason to do so, such as:
  - Keeping information about your current and past policies.
  - Preventing and detecting fraud, financial crime and anti-money laundering.
  - Carrying out processes such as research and analysis which may include computerised processes that profile you.



- Providing sales information to third parties (for example price comparison websites) so that we fulfil our legal obligations to them.
- Recording and monitoring calls for training purposes.
- Contacting you if you fail to complete an online quotation to see if we can offer you any help with this.

Please note that if you have given us information about someone connected to you, you would have confirmed that you have their permission to do so.

### **How we contact you about our products and services**

We may contact you via post, email, SMS, telephone and/or digital methods like social media and online advertising, unless you have said you do not want us to, in order to let you know about our products and/or services which may relate to your general insurance needs. To assist us with this, we may also use and/or share your information with carefully selected third party databases which, when combined with the information you have given us, helps us to know what products and/or services may be of interest to you. Where products or services are not similar or where we have not contacted you for some time since you last obtained a quotation, product or service from us, then we will ask your permission to contact you about these.

We may also use our carefully selected business partners to supply our promotional offers to you and manage those offers on our behalf.

Should you no longer want us to contact you about our other products and services, just let us know by either:

- Writing to our Data Protection Officer at the address on the previous page or

- Calling us - 0345 650 0345

### **Use of your personal information when using our websites and email communications**

When you visit one of our websites we may collect information which includes your email and/or IP address. We may also use cookies and/or pixel tags on some pages of our website. Useful information about cookies, including how to remove them, can be found on our websites.

### **Sharing your information**

We share your information with a number of different organisations such as:

- Other companies or brands within the Ageas group.
- Other insurers, business partners, agents or carefully selected third parties providing a service to us or on our behalf.
- Organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where we have a duty to or are permitted to disclose your personal information to them by law.
- Fraud prevention and credit reference agencies.
- Third parties we use to recover money you may owe us or to whom we may sell your debt.
- Other companies when we are trialling their products and services which we consider may improve our services to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate and necessary care and safeguards being in place.

## Keeping your information

We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal and regulatory obligations. Please see our full privacy notice on our website for more details.

## Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the EEA unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

## Dealing with others acting on your behalf

We will deal with individuals you nominate, including third parties we reasonably believe to be acting on your behalf providing they are able to answer our security questions. For your protection though, we will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy.

## Your rights

You have a number of rights in relation to the information we hold about you, including:

- Asking for access to and a copy of your personal information.
- Asking us to correct, delete or restrict or you can object to the use of your personal information.
- Withdrawing any previously provided permission for us to use your personal information.
- Complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information.

Please note that there are times when we will not be able to delete your information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.

## Section 21: Standard of Workmanship

Call Assist Ltd will monitor the progress of your assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

## Section 22: Authorisation

This service is provided by Call Assist Ltd. 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.



Rias is a trading name of Ageas Retail Limited. Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales 1324965.

Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority. FCA registered number: 312468. Insurance provided by Ageas Retail Limited is not available in the Channel Islands. Ageas Insurance Limited (a sister company of Ageas Retail Limited) underwrite the insurance and provide our claims service.

