



Roadside Assistance Insurance

Cover is for **residents** of the **UK**, the **Channel Islands** or the Isle of Man only
booking their travel arrangements with Direct Ferries

Important telephone numbers

Customer Services:

24hr roadside assistance:

Outside your home country: +44 203 394 9576

Within your home country: 0203 394 9576

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This policy contains three separate documents.

The 'Demands and Needs Statement' and the 'About our insurance services' documents both explain how the Direct Ferries Roadside Assistance insurance policy has been sold to you.

The 'Policy wording' provides the full terms, conditions and exclusions of the travel insurance policy.

Demands and Needs Statement

Direct Ferries Roadside Assistance Insurance is typically suitable for customers who wish to insure themselves for assistance in the event of breakdown of a private vehicle (cars).

The levels of cover may vary depending on the destination of Your ferry crossing (whether in Your home country or overseas). Roadside Assistance insurance does not cover everything. You should read this policy carefully to make sure it provides the cover You need.

You may already possess alternative Roadside Assistance insurance for some or all of the features and benefits provided by this Roadside Assistance Insurance Policy. It is Your responsibility to investigate this.

The cover provided under this policy applies only to the ferry bookings made through Direct Ferries details of which are included within the booking invoice.

Direct Ferried Limited has not provided You with any recommendation or advice about whether this product meets Your specific insurance requirements.

About our insurance services

1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for **You**.

2. Whose products do we offer?

We offer products from a range of insurers.

We only offer products from a limited number of insurers. Ask us for a list of insurers we offer insurance from.

- ✓ We only offer products from a single insurer.

3. Which service will we provide **You** with?

We will advise and make a recommendation for **You** after we have assessed **Your** needs for travel insurance.

- ✓ **You** will not receive advice or a recommendation from us for travel insurance. We may ask some questions to narrow down the selection of products that we will provide details on. **You** will then need to make **Your** own choice about

how to proceed.

4. What will **You** have to pay us for this service?

A fee.

- ✓ No fee.

You will receive a quotation, which will tell **You** about any other fees relating to any particular insurance policy.

5. Who regulates us?

DIRECT FERRIES LTD, a company incorporated under the laws of England, registered in England at Companies House number: 03865405, having its registered office at 16-17 Bride Lane, London, EC4Y 8EE, United Kingdom ("Direct Ferries") which is authorised and regulated by the Financial Conduct Authority. Collinson Insurance Services Limited's Financial Services Register number is 311883.

Collinson Insurance Services Limited's permitted business is advising customers on non-investment contracts, making arrangements with a view to transactions in non-investment insurance contracts, dealing as an agent in non-investment insurance contracts, assisting in the administration and performance of non-investment insurance contracts.

You can check this on the Financial Services Register by visiting the FCA's website www.fsa.gov.uk/register/home/do or by contacting the FCA on 0800 111 6768.

6. What to do if **You** have a complaint

If you wish to register a complaint about a claim or assistance case, please contact us:

...in writing to the Quality Department, Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN; or

...by phone 01444 442010; or

...by e-mail quality@intana-assist.co.uk.

If you wish to register a complaint about the sale of your policy or cover under your policy please contact us:

...by email to customer.services@directferries.com

...by phone 01473 370 910

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. **You** may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim



Roadside Assistance Insurance Policy

Cover is for **residents** of the **UK**, the **Channel Islands** or the Isle of Man only booking their travel arrangements with Direct Ferries.

Summary of cover

The following is only a summary of the main cover limits. **You** should read the rest of this policy for the full terms and conditions:

Cover	Limit (up to)
Repair on the spot	For a maximum of 30 minutes
Towing	To the nearest garage
Recovery	Up to a maximum of £2,000
Accommodation	Up to £120 per Insured and day for a maximum of 2 days
Return journey	Costs incurred by the Insurer or rental car up to a maximum of £1,500 for a maximum of 5 days
Taxi costs	Up to a maximum of £100
Return of vehicle	Reasonable costs incurred by the insurer
Assignment of a driver due to illness or accident	Reasonable costs incurred by the insurer

Note

Inner limits

Some sections of cover also have extra sub-limits: for example, the personal accident section has a variable benefit limit depending on the age of the **insured person**.

Important information

Thank **you** for taking out Direct Ferries Roadside Assistance Insurance with **us**.

Your insurance receipt shows the sections of the policy **you** have chosen, the people who are covered and any special terms or conditions that may apply.

Your policy does not cover everything. **You** should read this policy carefully to make sure it provides the cover **you** need. If you have any questions or are in any doubt the cover provided please call us on: (+44) 1473 370 910

Insurer

All Sections of Your Direct Ferries Roadside Assistance Insurance are underwritten by Europ Assistance Irish Branch (EAIB)

How your policy works

Your policy and insurance receipt is a contract between **you** and **us**. If You have purchased this policy on line from directferries.co.uk and have paid the appropriate premium **We** will pay for any claim **you** make which is covered by this policy and happens during the **period of insurance**.

Unless specifically mentioned, the benefits and exclusions within each section apply to each **person insured**. Certain words have a special meaning as shown under the heading 'Definition of words'. These words have been highlighted by the use of bold print throughout the policy document.

Information you need to tell us

There is certain information that **we** need to know as it may affect the terms of the insurance cover **we** can offer **you**.

You must, to the best of **your** knowledge, give accurate answers to the questions **we** ask when **you** buy **your** Direct Ferries Roadside Assistance Insurance policy. If **you** do not answer the questions truthfully it could result in **your** policy

being invalid and could mean that all or part of a claim may not be paid.

If **you** think **you** may have given **us** any incorrect answers, or if **you** want any help, please call **0871 200 0204** as soon as possible and **we** will be able to tell **you** if **we** can still offer **you** cover.

Cancellation rights

Cancellation for policies purchased less than One Month before Departure.

If you purchase the insurance cover within one month of the date of departure of the insured Trip there is no right to cancel the policy.

Otherwise:

Cancellation within the Statutory Period

You may cancel this policy within 14 days of receipt of the policy documents (the Cancellation Period) by writing to the Policy Intermediary at the address shown in the Schedule during the Cancellation Period. Any Insurance Premium already paid will be refunded to **You** providing **You** have not travelled and no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

The policy will be cancelled with effect from its date of issue.

Cancellation outside the Statutory Period

You may cancel this policy at any time after the Cancellation Period by writing to the Policy Intermediary at the address shown in the Schedule. If You cancel after the Cancellation Period no premium refund will be made.

Non Payment of Premiums

We reserve the right to cancel this policy immediately in the event of non-payment of the premium or in the event that the payment is made by fraudulent use of a credit/debit card or other payment method then the policy automatically becomes null and void.

You can contact us at Direct Ferries Roadside Assistance Insurance at +44 2033949576

Policy excess

Under some sections of **your** policy, **you** will have to pay an **excess**. This means that **you** will be responsible for paying the first part of the claim for each **person insured**, for each section, for each claim incident. The amount **you** have to pay is the **excess**.

Data protection

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

You have the right, subject to certain exemptions, to ask for a copy of personal data We hold about You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Us should be directed to the Customer Contact Centre Manager, Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex, United Kingdom RH16 1DN

Financial Services Compensation Scheme (FSCS)

For **you** added protection, the **insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover provides protection for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number **0800 678 1100** or **020 7741 4100** or by visiting their website at www.fscs.org.uk.

Governing law

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy, the English courts shall have exclusive jurisdiction.

Legal Interpretation and Language

Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and We agree that:

1. This policy will be governed and interpreted in accordance with the Law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
2. Communication of and in connection with this policy shall be in the English language.

Contracts (Rights of Third Parties) Act 1999

We, the **insurer** and **you** do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Definition of words

When the following words and phrases appear in the policy document or insurance receipt, they have the meanings given below. These words are highlighted by the use of bold print.

Abroad

This shall be understood, for the purposes of the coverage established herein, to mean any country that is not the one where the Insured's Customary Residence is located, according to what was recorded at the time this Policy was contracted.

Accident

An unexpected event caused by something external and visible, which results in physical bodily injury, leading to total and permanent loss of sight, total and permanent loss of use of a limb or permanent disablement or death, within a year of the incident.

With regard to vehicles, an accident is considered to be a violent, sudden, external and unintentional event which causes damage to the vehicle, which is the purpose of the cover.

Acts of Terrorism or Sabotage:

Operations that are organised secretly with ideological, political, economic, religious or social purposes and which are carried out individually or in a group, with the objective of causing social alarm and attacking people in an indiscriminate way, or for the purposes of damaging or destroying property. Sabotage is a deliberate action that is punishable by law and which is directed at weakening an enemy through subversion, obstruction, interruption or the destruction of material.

Appointed adviser

The solicitor or appropriately qualified person, firm or company, including us, who is chosen to act for **you** in **your** claim for compensation.

Area of cover

You will not be covered if **you** travel outside the area **you** have chosen as shown on **your** insurance receipt.

• Europe

UK, Continental Europe, Mediterranean islands, the **Channel Islands**, the Isle of Man, Morocco, Algeria, Tunisia, Libya, Egypt, Turkey, Madeira, Canary Islands, the Azores, the Republic of Ireland, Iceland, Russia, Estonia, Latvia, Lithuania, Belarus, Ukraine, Moldova and Georgia.

• Worldwide

Any worldwide country

Breakdown

The damage which occurs to or affects the Insured Vehicle by virtue of normal, accidental causes, which are therefore unavoidable and unforeseen, precluding the movement and causing the immobilisation thereof.

Business associate

Any person in the **your home** country that **you** work closely with, whose absence from work means that the director of **your** business needs **you** to cancel or curtail **your journey**.

Cancellation Period

The 14 days following the date the policy is received for new business or the 14 days from the renewal date.

Carrier

Any company that is duly authorised by the public authorities to transport passengers.

Channel Islands

Jersey, Guernsey, Sark, Alderney and Herm.

Claim, Claims

Any sudden, accidental, unforeseen single loss or series of losses directly or indirectly caused by, arising or resulting from, in connection with one cause covered by this policy.

Companion

Any person, other than the Insured, that is registered within the same contracted Trip, and who may or may not be insured.

Customary Residence

The Customary Residence of the Insured shall be understood to be the country from which the Trip commenced and that is recorded on the Insured's booking when the Ferry ticket was booked. If it is necessary to repatriate the Insured or the Insured's mortal remains or accompanying minors or handicapped individuals or the travel of a person to accompany the Insured when hospitalised in accordance with the cover provided under this Policy, said repatriation and/or accompaniment shall be made to the Customary Residence is situated (as defined).

If the Insured requests to apply the previously mentioned benefits to a different country from the one defined as Customary Residence, in this case exceptionally, the Insurer may, at their sole discretion, decide to accept that request.

Departure point

The port where **your** outward journey to **your** destination begins and where **your** final **journey** back **home** begins (including any connecting transport **you** take later).

Departure time of ferry

The time indicated on the Ferry ticket or any equivalent of the ticket.

Doctor

A legally qualified doctor holding the necessary certification in the country in which they are currently practising, other than **you** or a relative.

Equipment

Articles, property or possessions that belong to You and are intended for a specific use, purpose or activity, including Personal Money, Personal Possessions and Valuables as defined within the policy wording

Europ Assistance

Europ Assistance S.A. Irish Branch and any other Europ Assistance entity acting on its behalf in the management of this policy.

Economic sanction(s)

Any sanction, prohibited or restricted under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or **UK**. These may change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freeze the assets of a government, the corporate entities and residents of a sanctioned country, or freeze the assets of specific individuals or corporate entities.

Excess

The deduction **we** will make from the amount otherwise payable under this policy for each **person insured**, for each section, for each claim incident.

Family Member

Spouse or civil partner duly registered at the relevant Official Registry (if civil partner was not registered, documentation should be provided to prove that the same requirements as if registered are met), parents, parents-in-law, children, sons and daughters-in-law, siblings, brothers and sisters-in-law, grandparents, grandchildren, aunts and uncles or nephews and nieces.

Geographic Limits

The limit of policy cover being the country of destination of the insured ferry journey

Home

Your usual place of residence in the **UK**, the **Channel Islands** or the Isle of Man.

Insurance

Insurance guarantees and assistance benefits are guaranteed and implemented by Europ Assistance, a company regulated by the Insurance Code, limited company with capital of € 35,402,785, registered with the Register of Commerce and Companies of Nanterre under number 451 366 405, whose registered office is at 1 walk of the windscreen - 92230 Gennevilliers, acting through its Irish branch, whose trade name is "Europ Assistance SA IRISH BRANCH" and whose principal place of business located at 4-8 Eden Quay, Dublin 1 Ireland, registered in Ireland under Certificate No. 907089.

Insured

The individual(s) residing in any country in the European Economic Area who has contracted the insurance for Roadside Assistance associated with a Ferry ticket purchased on the Direct Ferries website and whose Country of Residence is located within the European Economic Area throughout the term of this Policy. For the purposes of this Policy the Insured shall include the Insured's Family Members, Companions and other persons who are booked on the same Trip in the same booking on Direct Ferries' website and for whom a Premium has been paid.

Insurer

Europ Assistance S.A. (trading as Europ Assistance S.A. Irish Branch), acting as the insurance company (hereinafter, the Insurer).

Legal Action

Work carried out to support a claim that **we** have agreed to. This includes settlement negotiations, hearings in a civil court, arbitration and any appeals resulting from such hearings other than an application by **You**:

- to the European Court of Justice, European Court of Human Rights or similar International body; or
- to enforce a judgment or legally binding decision.

Legal Costs

Fees, costs and expenses (including Value Added Tax or the equivalent local goods and services tax) which **we** agree to pay for **You** in connection with **Legal action**. Also, any costs which **You** are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs **we** agree to pay.

Loss or Lost

- (i) **You** have accidentally or unintentionally left **Your** Equipment in any location and it has then disappeared; or
- (ii) **Your** Equipment is in a known location, but **You** are not reasonably able to retrieve it; or
- (iii) **Your** Equipment has disappeared and **You** are not sure how it has happened.

Luggage

The clothes and belongings that are necessary for personal use and hygiene in the course of the Trip, which are contained inside a suitcase or suitcases, including the suitcases themselves but excluding money, jewellery, electronic and digital equipment and documents.

One-way

A Trip which does not include a return journey.

Pair or set

A number of items of **personal possessions** (not including **ski equipment**) that belong together or can be used together.

Passenger

The physical person occupying the Insured Vehicle in the event of an unexpected accident to the said vehicle (within the legal limits for the maximum occupancy of the vehicle) provided that these are non-paying passengers and only with regard to the guarantees which are expressly mentioned.

Period of insurance

The coverage shall be valid worldwide but it shall be limited to the territorial scope corresponding to the destination country that appears in the Ferry booking plus those countries with a direct and immediate border to such destination country.

Cover shall commence at the **departure point** and **departure time** of the insured Trip.

For One-way Trips, all coverage will end 15 days after the date and time of arrival of the ferry in the country which is the final destination of the Ferry booking.

For all other journeys, coverage will end:

- When the Insured arrives at his Customary Residence at the end of the Trip; or
- Upon return to the country from which the Trip commenced (if different from the country of Customary Residence); or
- A maximum of 90 days after the start of the Trip

whichever occurs first.

Personal money

Cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers which have a monetary value, admission tickets and travel tickets, all held for private and not business purposes.

Policy

This is the document that contains the basic regulations for the Insurance, and it is comprised of the General Conditions and the Schedule.

Policyholder

The legal person that enters into this Policy with the Insurer and the party that is responsible for the obligations that arise from said Policy, except for those that must be fulfilled by the Insured due to their nature.

Premium

It is the total price of the Insurance Policy, including any applicable Insurance Premium Tax.

Real Value

The result of deducting the depreciation due to use of the vehicle from the value as new, including the estimated cost of the repair at the place of immobilization.

Recovery

Removal of the Insured Vehicle from an area of restricted access to another where towing is possible.

Redundancy

Loss of permanent paid employment (except voluntary redundancy), after a continuous working period of two years with the same employer if **you** are aged 18 and over or 65 and under.

Relative

Your mother (in-law), father (in-law), step parent (in-law), sister (in-law), brother (in-law), wife, husband, son (in-law), daughter (in-law), step child, foster child, grandparent, grandchild, uncle, aunt, nephew, niece, cousin, partner (including common law and civil partnerships) or fiancé(e).

Resident

A person who has their main Home in the UK, the Channel Islands or the Isle of Man and has not spent more than six months abroad during the year before the policy was issued.

Single parent family

Two adults and up to 4 children (including foster children) aged 18 and under. All persons must live at the same address. The adult can travel independently, however, all insured children must travel with the insured adult.

Strike

The collective ceasing of work by employees in order to obtain something or press for something under certain situations.

Theft

The removal of moveable objects that belong to others, without violence or intimidation of the persons involved, and without the use of force.

Third Party

Any individual or legal person, except for:

- The Insured himself/herself, his/her Family Members, as well as any ascendants or descendants, or individuals accompanying them on the Trip.
- The Insured's employees or agents, whether they receive a salary from him/her or not, when such individuals are acting in the fulfilment of their duties.

Travelling companion

Any person that has booked to travel with **you** on **your journey**.

Trip

The Insured's trip for which the ferry ticket bookings were made on a Direct Ferries website and/or on those websites where this insurance is being sold by virtue of a specific agreement between the holder of the website and Direct Ferries.

United Kingdom (UK)

England, Scotland, Wales and Northern Ireland.

Valuables

Jewellery, watches, items made of or containing precious metals or semi/precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones), MP3 players, PDAs, electronic games, TVs and CDs, mini discs, DVDs, cartridges, video and audio tapes.

Vehicle Insured

The vehicle, of less than 3500 kg (MAW), be it a car, motorcycle of more than 75 c.c., or caravan registered in the Ferry ticket booking. **Vehicles assigned to rental as well as those intended for Public Transport and the Transport of Goods are excluded.** Insured Vehicles must fulfil the requirements of the I.T.V. (MOT) regulations and be insured against Third Party Liability deriving from the use and movement of motor vehicles, details of which shall be accredited before Us at the request thereof. Under no circumstances shall **we** substitute the vehicle insurance or the green card related thereto.

We, our, us

Europ Assistance

You, your, person insured

Each person shown on the insurance receipt, for whom the appropriate insurance premium has been paid.

24-hour emergency roadside assistance

In an emergency, first check the circumstances are covered by this policy. Having done this telephone Europ Assistance stating your name and policy number.

Requesting Vehicle Assistance

On motorways it is preferable that you use the nearest Emergency telephone and provide the Police with Our Vehicle Assistance emergency number and Your Certificate 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. Please note that using the Emergency telephone will ensure that the Police are aware of the situation and will enable us to be 100% sure of your precise location.

You should only use a mobile phone to contact us from a motorway if you are unable to get to the Emergency phone or if you feel that you will be exposing yourself to unacceptable danger in travelling to the Emergency phone.

Remember, to comply with the policy terms and conditions You must contact Us before incurring substantial expenses in order to obtain Our prior authorisation.

From outside **your home** country:
Phone **+44** 203 394 9576

From within **your home** country:
Phone 0203 394 9576

Please give **us your** postcode, vehicle registration number and **your** insurance receipt number and say that **you** are insured with Direct Ferries Roadside Assistance.

General exclusions

The following exclusions apply to the whole of Your policy: We will not cover You for any claim arising from, or consisting of, the following:

- 1 A relevant fact that You knew about before You travelled, unless We agreed to it in writing.
- 2 War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, *coup d'etat*, terrorism, weapons of mass destruction.
- 4 You not following any advice or recommendations made by the Foreign and Commonwealth Office, World Health Organisation or any government or other official authority.
- 5 Your property being held, taken, destroyed or damaged under the order of any government or customs officials.
- 6 Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
- 7 Any currency exchange rate changes.
- 8 The failure or fear of failure or inability of any equipment or any computer program, whether or not You own it, to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.
- 9 You acting in an illegal or malicious way.
- 10 The effect of Your alcohol, solvent or drug dependency or long term abuse.
- 11 You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (except drugs prescribed by a doctor but not for the treatment of drug addiction).
- 12 You not enjoying Your Journey or not wanting to travel.
- 13 Any Loss caused as a direct or indirect result of anything You are claiming for, for example Loss of earnings, unless it says differently in the policy.
- 14 Theft or Loss of Your Equipment deliberately left away from Your person, unless reasonable precautions were taken to protect Your Equipment;
15. If You are over the age of 65 at the time of purchasing this policy.
16. If You are a non-UK resident.
17. If You purchased this policy from anywhere other than a Direct Ferries website

We will not be liable to make any payment under this Policy where the Person Insured does not meet the Eligibility Criteria detailed on Page 4-6.

Conditions

The following conditions apply to the whole of **your** policy. Please read these carefully as **we** can only pay **your** claim if **you** meet these:

- 1 You are a Resident of the UK, the Channel Islands or the Isle of Man.
- 2 You take reasonable care to protect yourself and Your property against Accident, injury, Loss and damage and act as if You are not insured and to minimise any potential claim.
- 3 You have a valid policy schedule.
- 4 You accept that We will not extend the Period of insurance if the original policy plus any extensions have either ended, been in force for longer than 365 days or You know You will be making a claim.
- 5 You contact Us as soon as possible with full details of anything which may result in a claim and give us all the information We ask for. Please see section 'Making a claim' for more information.
- 6 You accept that no alterations to the terms and conditions of the policy apply, unless We confirm them in writing to You.
- 7 You are not aged 65 or over at the date Your policy was issued.

We have the right to do the following

- 1 Cancel the policy if You do not tell us about a relevant fact or if You tell Us something that is not true, which influences Our decision as to whether cover can be offered or not.
- 2 Cancel the policy and make no payment if You, or anyone acting for You, make a claim under this policy knowing it to be dishonest, intentionally exaggerated or fraudulent in any way, or if You give a false declaration, deliberate mis-statement or fail to provide any relevant facts when applying for this insurance or supporting Your claim. We may in these instances report the matter to the police.
- 3 Only cover You for the whole of Your Journey and not issue a policy if You have started Your Journey.
- 4 Take over and deal with, in Your name, any claim You make under this policy.
- 5 Take Legal action in Your name (but at Our expense) and ask You to give Us details and fill in any forms (including Department for Work and Pension's forms), which will help us to recover any payment We have made under this policy.
- 6 With Your or Your Personal Representative's permission, get information from Your medical records to help Us or Our representatives deal with any claim. This could include a request for You to be medically examined or for a post-mortem to be carried out in the event of Your death. We will not give personal information about You to any other organisation without Your specific agreement.
- 7 Send You home at any time during Your Journey if You are taken ill or injured. We will only do this if the doctor treating You and Our medical advisers agree. If there is a dispute, We will ask for an independent medical opinion.
- 8 Not accept liability for costs incurred for repatriation or treatment if You refuse to follow advice from the treating doctor and Our medical advisers.
- 9 Only refund or transfer Your premium if You decide that the policy does not meet Your needs and You have contacted Us within 14 days from the date You receive Your policy and policy schedule. We can recover all costs that You have used if You have travelled or made a claim or intend to make a claim.
- 10 Not to pay any claim on this policy (except under the Personal Accident section) for any amounts covered by another insurance or by anyone or anywhere else, for example any amounts You can get back from private health insurance, any reciprocal health agreements, transport or accommodation provider, Home contents insurer or any other claim amount recovered by You. In these circumstances We will only pay Our share of the claim.
- 11 If You cancel or cut short Your Journey all cover provided on Your policy will be cancelled without refunding Your premium.
- 12 Ask You to pay Us back any amounts that We have paid to You which are not covered by this policy.

Making a Claim

Claims forms can be obtained from www.intana-assist.com/claims. Alternatively telephone Our Claims Helpline on 0203 394 9576 to obtain a claim form, giving Your name and Certificate number, and brief details of Your claim.

You should fill in the form and send it to **us** as soon as possible with all the information and documents **we** ask for. It is essential that **you** provide **us** with as much detail as possible **us** to handle **your** claim quickly. Please keep photocopies of all information **you** send **us**.

You will need to obtain some information about **your** claim while **you** are away. Below is a list of the documents **we** will need in order to deal with **your** claim.

For all claims

- **Your** original **journey** booking invoice(s) and travel documents showing the dates and times of travel.
- Original receipts and accounts for all out-of-pocket expenses **you** have to pay.
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance **you** may have that may cover the same loss, such as household or private medical.
- As much evidence as possible to support **your** claim.

Making a complaint

We aim to provide **you** with a first class policy and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

Our Promise of Service: We aim to provide a first class service at all times. However, if You have a complaint about a claim or assistance case You should contact Us in the first instance at:

Quality Department, Intana,
Sussex House,
Perrymount Road,
Haywards Heath,
West Sussex, United Kingdom, RH16 1DN
Telephone: 01444 442010
E-mail on: quality@intana-assist.com

If You have a complaint about the sale of your policy or the cover under your policy please contact us at:

Telephone: (+44) 1473 370 910
E-mail: customer.services@directferries.com

We will aim to provide You with a full response within four weeks of the date We receive Your complaint and Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is a Financial Ombudsman Service.

The Financial Ombudsmen Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone: 0800 0234 567 from a landline or 0300 1239 123 from a mobile
E-mail: complaint.info@financial-ombudsman.org.uk

Please note that if You wish to refer this matter to the Ombudsman You must do so within 6 months of Our final decision. You must have completed the complaints procedure before the Ombudsman will consider Your case.

Section 1 – Roadside Assistance

If **you** need roadside assistance **we** must be told immediately - see under the heading '24-hour emergency roadside assistance' for more information.

WHAT YOU ARE COVERED FOR.

We will provide cover in the following necessary and unavoidable circumstances:

Repair On The Spot

In the event of a **breakdown** or **accident** to the **Insured Vehicle** that impedes its movement, **we** shall instruct **our** professional network to carry out any repair to the **Insured vehicle** which may be performed at the site of the breakdown and within a maximum time period of 30 minutes, in compliance with traffic regulations.

In the event that the repair requires spare parts, the cost of such spare parts shall be borne by the Insured.

Towing

If a "Repair on the Spot" proves impossible, **we** shall arrange for the vehicle to be towed to the nearest suitable workshop from the place of the **breakdown** or **accident**.

Vehicle Recovery

In the event of an **accident** to the **insured vehicle**, **we** shall undertake its recovery, **up to a limit of £2,000**.

Assistance to the Insured and passengers due to immobilisation or theft of the insured vehicle

In the event of immobilisation of the Insured Vehicle, as a result of **breakdown**, **accident** or theft, for a period exceeding 48 hours following the report of the incident to the legal authorities, **we** shall offer the **Insured** and **Passengers** and pay for one of the three following benefits:

1. Hotel Accommodation.
If the **insured vehicle** cannot be repaired on the same day that the immobilisation took place **we** will pay the real cost of hotel accommodation while the repairs take place **up to a limit of £120 per Insured / Passenger and per day for a maximum of two nights.**
2. Onward Transport
Transfer of the Insured Passengers by the fastest itinerary to his/her Customary Residence, or destination, provided that this distance is equal to or less than to the Customary Residence by means of public transport (first-class railway ticket or economy airline ticket provided the journey takes more than 6 hours).

This benefit will also apply in case the Insured Vehicle's driver, as a result of sudden illness or accident, is unable to drive the vehicle and no other Passenger can drive the Insured Vehicle.
3. Rental Car
If the immobilisation of the Insured car takes place in a country different from the Customary Residence, **We** will organize and pay for a rental car to return to the Customary Residence or continue the journey to destination **for a maximum of 5 days and up to a limit of £1,500, subject to the application of local arrangements and availability. Any expenditure which does not pertain to the rental of the vehicle itself and compulsory insurance (such as fuel, optional insurance, the rental of accessories such as a roof rack or child seats, drop-off, etc.) shall be borne by the Insured Party.**

Taxi Costs

We shall pay for any connection costs incurred as result of any insured event **up to a maximum of £100 per event.**

Transport of the Insured Vehicle

Where the Insured Vehicle, as a result of breakdown, accident or theft, is not roadworthy and the period of immobilisation is longer than 48 hours, **we** shall take responsibility for the transport of the insured vehicle from the workshop where it is located to a workshop designated by the Insured close to his/her Customary Residence.

Prior to any transportation, the Insured must provide, in writing to us, the description of the Insured Vehicle, indicating the damage and defects to it, within a period of twenty-four hours following the request for transport. Likewise, the Insured must leave the keys and vehicle documentation with the custodian of the vehicle.

If the vehicle is not transported to the country in which the Insured has his/her Customary Residence, **We** shall pay for customs charges.

We shall not transport the vehicle if its real value, at the date of the request for transport, is lower than the transport costs. Nevertheless, in the event that the Insured requests transport to be undertaken, the difference between the cost of the transport and the real value of the vehicle shall be paid to Us.

We shall accept no civil or criminal liability for the items or goods inside the transported vehicle and particularly for those which are intended for illegal trade or contraband.

This benefit will also apply in case the Insured Vehicle driver, as a result of sudden illness or accident, is unable to drive the vehicle and no other Passenger can drive the Insured Vehicle.

WHAT YOU ARE NOT COVERED FOR

Those guarantees which have not been previously notified to Us and those for which the corresponding consent has not been received shall, in general terms, be excluded. In the event of theft of the vehicle, the notification of the local police authorities shall be necessary in order to qualify for the services provided.

Likewise, the damage, events, expenditure and consequences derived from the following shall be excluded from the insurance cover:

1. Participation in wagers, challenges or races, organised tours or rallies, driving off-road or over rough terrain (trail, endurance, etc.).
2. The reimbursement of any expenditure due to the theft of equipment, luggage and personal items located in the vehicle or the accessories thereof.
3. Illnesses or Accidents arising from the consumption of alcoholic beverages, narcotics, drugs or medicines, other than those which have been prescribed by a doctor.
4. Reckless driving. Lack of fuel, oil and other supplies.
5. Wrongful misconduct of the Direct Ferries, the Insured or assignees thereof.
6. Wars, demonstrations, uprisings, tumultuous popular demonstrations, Acts of Terrorism or Sabotage and Strikes, whether such events are declared officially or not. Should they not have been officially declared, the Insurer shall reimburse any assistance expenses, which are covered and are duly supported in the supporting original invoice. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly. Telluric movement, inundations, volcanic eruptions and, in general, anything that is triggered by the forces of nature. Any other phenomenon of an extraordinary catastrophic nature or any event that due to its magnitude and degree of severity is classified as being a catastrophe or disaster.
7. Guarantees regarding the vehicle do not cover the load which it is transporting and, as a result, this must be unloaded prior to the provision of any assistance whatsoever to the vehicle.
8. Breakdowns occurring to the accessories of the vehicle (air-conditioning, audio system, etc.) and which do not impede the movement thereof.

Please refer to Sections General exclusions, Conditions and Making a claim that also apply.