

# Gold Breakdown Policy Booklet

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# Your Gold Breakdown Policy

You should read this policy, the schedule and endorsements as one contract. It is our agreement with you, based on the information you give to us and on the information in your proposal or statement of facts.

In return for your premium we will give you our gold breakdown cover as stated on your policy schedule. This will be in line with the sections of this policy document, which are shown as operative on your schedule.

### Conflicts of Interest Disclosure

This policy is underwritten by One Insurance Limited, Suite 913, Europort, Europort Road, Gibraltar, GX11 1AA, company number 123555.

One Insurance Limited is licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission (company number 123555) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (998980).

One Insurance Limited is owned by directors who, in some cases, are also directors of One Call Insurance Services Limited and/or Yoga Insurance Services Limited who may be your insurance broker. One Insurance Limited is part of the One Call Group and may also use the services of other firms within the group, such as One Call Claims Limited, an accident management company with delegated authority to handle claims on behalf of One Insurance Limited and OC Motors Limited, a network of repair centres.

In the event you need to make a claim on this product we may use the services of or refer you to OCL Solicitors Limited. This firm is not part of the One Call Group however there are common directorships/ownerships between them and One Insurance Limited.

### Our Promise to You

To avoid any misunderstanding, all our information to you will be in plain English. We promise to be fair and reasonable whenever you need the protection of this policy and we will always act quickly with your interests in mind.

Signed for and on behalf of ONE Insurance Limited

Murrell

Craig Duwell CEO ONE Insurance Limited

### Disclaimer

We may add to, change, end, remove or suspend any term or condition of cover, temporarily or permanently, as reflected from our consumer feedback, at any time, without notice and liability.

All prices and details published in this information booklet are correct at the time of printing and are subject to change without notice.

New terms apply as soon as they are posted.

### **Definitions**

Policy document	This booklet.
You, your	The person named as the policyholder on the schedule and certificate of motor insurance.
We, our, us	ONE Insurance Limited.
Schedule	This will show:         • the period of cover;         • name of the policyholder;         • sections of this policy document that apply; and         • conditions that vary the terms of this policy document.
Recommended repairer	An approved garage/mechanic included in our nationwide network of repairers.
Breakdown	An event that happens during the time you're covered that stops the vehicle being driven. This must be because of a mechanical or electrical failure (for example, loss of power). This also includes flat tyres and running out of fuel or charge. We don't consider it a breakdown if the vehicle can't be driven because of a road-traffic collision, fire, flood, theft, vandalism or any driver-induced fault.
Data protection laws	Any law, regulation or rules about the protection of individuals about the processing of personal data.
Road traffic collision	When you hit another vehicle or an object (for example, a lamp post or a tree) and damage your vehicle so it can't be driven.

### Our Commitment to the Environment

One Insurance Limited is committed to making less paper waste by asking our customers to read their insurance papers online. If you need a paper copy of your insurance documents please get in touch with your insurance broker.

## **Territorial Limits**

Except where we say otherwise your insurance applies in Great Britain and Northern Ireland.

#### **Data Protection**

This is the data protection We are fully committed to ensuring that your data is protected. We comply with Data Protection Laws and apply high levels of security when processing your data. Full information about how we handle and process your data can be found in our Data Protection Notice which we highly recommend you read.

The notice is sent along with your policy documents. If you require a copy of the Data Protection Notice or if you have any questions about how we handle and process your data, please contact our Data Protection Officer at DPO@One-Insurance.co.uk or alternatively write to us at Data Protection Officer, One Insurance Limited, Suite 913, Europort, Europort Road, Gibraltar, GX11 1AA.

#### Gold Breakdown

This cover has been created by One Insurance Limited to give roadside assistance and/or recovery if your vehicle breaks down.

This cover is given by One Insurance Limited. Please read the details, which explain the contract between you and the provider. If you have any questions or would like more information, please contact One Call Rescue on 0203 738 7300.

If you need to claim under this cover, you must call our helpline on 0203 738 7300.

#### **Level of Cover:**

Gold.

#### Period of Cover:

The cover runs in line with your main motor insurance policy dates (although if you are a VIP gold breakdown member, this cover will continue to run until you or we cancel the cover).

#### The Vehicle:

The vehicle named on your motor insurance policy through One Call Insurance Services Limited at the time of the incident only (unless your vehicle is covered on a multi gold breakdown membership, this will then be the vehicle registered on your multi car breakdown).

# Making a Claim

If you need to make a claim on this policy, you can report your breakdown quickly and efficiently online via the customer portal where our rescue team are on hand to assist you

Alternatively if you do not have access to the internet, you can contact our breakdown team on 0203 738 7300.

One Call Rescue are authorised to deal with all claims for One Insurance Limited.

If you are unhappy with the service received from One Call Rescue, please write to One Call Rescue, First Point, Balby Carr Bank, Doncaster, DN4 5JQ

# Summary of Cover

- · Roadside help.
- Homestart assistance.
- · Onward destination cover (see United Kingdom cover).
- · For any insured driver who is using your vehicle, if they have received permission from you first.
- · Cars, vans and motorcycles (except any vehicle with living accommodation).
- Recovery of a caravan or trailer (up to 25 feet in length) attached to your vehicle at the time of the breakdown. (subject to an additional excess).
- · Up to one hours roadside help.
- · Wheel changes if the vehicle has a serviceable spare tyre and wheel and you can give a manufacturer's key to

remove any locking wheel nuts.

- · We will relay urgent messages to the driver's immediate relatives or close business associates.
- Recovery to a garage where your breakdown is within a 0.5 mile radius of your home address, up to a maximum distance of 15 miles.

### Road Traffic Collision Assistance

If your vehicle is involved in a road traffic collision, we can transport your vehicle up to 150 miles from where the road traffic collision happened, but there's a charge for this. We'll make sure you know about the charge before agreeing to recovery. We can help you recover these costs from your motor insurer or the responsible third party. If this isn't successful, you will be asked to pay us within 180 days.

### **Terms and Conditions**

- 1 You must abide by the terms and conditions of this cover.
- 2 The vehicle must always be maintained in a roadworthy condition and be regularly serviced with valid MOT and TAX.
- **3** We will only help the vehicle registered, so if you were driving someone else's vehicle then you would not be covered.
- **4** If a caravan or trailer is attached to the vehicle, the caravan or trailer must be no more than 7.6 metres in length. You will also be subject to an additional £80.00 excess for recovery.
- **5** All payments on your private motor insurance policy must be up to date at the date of the claim, and you must continue to make payments in line with the original agreement.
- **6** We reserve the right to cancel this policy by sending a cancellation notice to your last known address, giving seven days notice. Charges on your main motor insurance policy are separate.
- **7** You can cancel this policy within 14 days of taking it out; where no claims have been made a full refund will be given. No refund of premium will be given after this period.
- 8 Your breakdown membership will be cancelled if your motor insurance policy is cancelled.
- **9** You are only covered for un-repairable windscreen wipers and/or windows (electric or manual) to be fixed or replaced during the course of a journey if it is raining or snowing.
- 10 For help to be given, your private motor insurance policy must be in order and not due to be cancelled.
- 11 Help at home is only covered at the address registered at the start of the policy. If you change address you must tell us at once to make sure you are covered.
- **12** You, or anyone driving your vehicle, are only covered for the vehicle registered on your private motor insurance at the time of the breakdown (unless your vehicle is covered on a multi gold breakdown membership; this will then be the vehicle registered on your multi car breakdown).
- 13 Where it is possible for us to recover you to a garage which is closer than your home but you choose to be recovered to your home address rather than the garage you will be liable for the mileage costs between the garage we could have recovered you to and your home address.
- 14 If Your Vehicle has run out of fuel or charge it will be taken to a local fuelling station, repairer or charge point, whichever is applicable. (this may not be a rapid charge point nor may it be in the direction which You were originally travelling).

#### **Exclusions**

- 1 Recovery will not be offered if any exclusions apply.
- 2 Labour charges of more than one hour.
- 3 When attending an incident and there is a pet on board, there may be extended wait times.
- 4 The cost of replacement parts or materials used in the repair.
- 5 Toll charges, ferry charges, parking charges or traffic congestion charges.
- 6 Storage charges owed during or after the use of our cover.
- 7 Loss of keys or broken glass.
- 8 Vehicles immersed in mud, snow, sand or water; or any fault arising from these.
- 9 Keys locked in the vehicle, damaged keys, damaged/faulty/non-working key fobs.
- 10 Wheel changes to your caravan or trailer (only the vehicle is covered).
- 11 Any campervan or any vehicle changed to give living accommodation.
- 12 Any earlier claims where you have used the basic level of breakdown cover before buying the gold cover.
- 13 If the vehicle suffers a breakdown as a result of Mis-fuelling/Contaminated fuel we will not repair the vehicle (including draining or removing the fuel) we will only recover the vehicle to a local repairer.
- **14** Any recovery or repair work to your vehicle where it has been immobilised due to malicious damage, such as slashed tyres.
- 15 Vehicles that have not been regularly serviced or breakdown because of inadequate repairs/unsuccessful DIY; any reoccurring claim where no remedial action has been taken to correct the fault.
- **16** Vehicles being used for, or that have been changed for, motor racing, rallies, speed or endurance tests (including courtesy vehicles).
- 17 Vehicles being used for hire and reward (including courtesy vehicles).
- 18 Vehicles over 3.5 tonnes gross laden weight or mechanically changed vehicles needing specialist repairers.
- 19 Any liability or resulting loss arising from any act performed when carrying out the breakdown services given.
- 20 Vehicles not in roadworthy condition immediately prior to any breakdown, where previous diagnostics have arisen.
- 21 Claims arising from loss or damage to the contents of your vehicle.
- 22 Any claims for private hire vehicles.
- 23 Any claim recoverable from any other insurance policy.
- 24 Any charges owed before telling us about the breakdown, our allowed repairer attending, or the reclamation of costs for breakdowns attended and/or organised by the police, other breakdown providers or any group other than us.
- 25 The cost of any parts, components, lubricants or materials, food, drinks, telephone calls, petrol or oil, or other incidental expenses; including loss of earnings
- 26 Any claim where we have not been told before about a change of vehicle, registration or address.

- 27 Any charges owed because of you breaking down in a location at which rescuing the vehicle would be unlawful.
- 28 Any cost of any specialist recovery equipment needed (as defined by a recovery operator).
- 29 Breakdowns where your vehicle is not accessible, or cannot be transported safely, legally and without hindrance using a standard transporter or trailer.
- 30 Any costs recoverable elsewhere.
- **31** Breakdowns caused where your vehicle does not have a serviceable tyre and/or spare wheel/or a run flat kit. Please be aware that a run flat kit cannot be used on a shredded wheel.
- 32 Claims directly or indirectly caused by, or contributed to, or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or radioactivity; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; war, invasion, terrorism, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 33 Wheel changes following any impact to the vehicle.
- 34 Cost of relaying any urgent message not arranged through us.
- 35 The cost associated with refuelling the vehcile after a breakdown caused by lack of fuel.
- **36** A replacement vehicle is subject to availability, and our suppliers' terms and conditions, which include but are not limited to:
  - a. Age limits the driver must be at least 21 years old.
  - b. They need to have a current driving licence and, if a photocard licence is held this needs to be available to view.
  - c. Limits on acceptable endorsements.
  - d. Hire vehicles are not usually available with a tow bar.

# United Kingdom Cover

If the vehicle registered has broken down in the UK then you are limited to the following;

- **A.** Call out and up to 1 hour's roadside help by one of our allowed recovery operators to go to the scene of the breakdown and, where possible, carry out emergency repairs.
- **B.** If repairs cannot be successfully carried out at the scene of the breakdown, then we will pay the cost of recovering the vehicle, driver and up to four passengers to the nearest open and suitable garage able to affect a repair, or recovery to your onward destination, or home address (whichever is nearer).
- **C.** If our recovery agent cannot fix your vehicle at the roadside within an agreed, reasonable period then you will be offered one of the following options (whichever we think is suitable);
- I. The cost of other road or rail travel for the driver and up to four passengers. This is limited to £100.00 per person from the scene of the breakdown to one destination within the territorial limits stated in this cover, plus a return journey for one person to collect the vehicle.
- II. The recovery of the vehicle, the driver and up to four passengers to the nearest open and suitable garage able to affect a repair, your home address or a destination of your choice within the territorial limits written down in this cover. Where it is possible for us to recover you to a garage which is closer than your home but you choose to be recovered to your home address rather than the garage you will be liable for the mileage costs (£3.00 per mile) between the garage we could have recovered you to and your home address.
- III. The cost of a suitable hire vehicle to transport you to one destination within the territorial limits written down in this cover, plus a suitable hire vehicle to return you to collect your vehicle if it cannot be recovered at the time of the breakdown up to a maximum of £100.00. The hire vehicle provided will be 1600cc.
- IV. Overnight accommodation for you and up to 4 passengers upto the value of £250.00.

The maximum payable for any claim from any breakdown is £500.00 or the current market value of the vehicle whichever is lower.

# Important Notes

- We will always decide on the best possible way of offering help, after taking in to account individual circumstances.
- · A garage or mechanic doing repair work on your instruction will be acting as your agent for such repair work.
- If asked you must give evidence of the servicing of your vehicle, or receipts for replacement parts.
- · This document is under English law unless otherwise agreed in writing by the provider.
- If you are in an unsafe location (blocking lanes, disrupting traffic) then we will recommend you to call 101 for the highway's agency to move you to a safe location. Once they have completed this, you will need to contact us back to complete your breakdown.
- If your vehicle breaks down, we will offer recovery of any caravan or trailer (within the specified restrictions).
- The caravan/trailer is not covered for breakdown within the terms and conditions of this cover.

# The laws that apply to this contract

Unless we agree with you to apply the laws of another country, English law will apply to this contract. All communications will be in English. All disputes arising out of this contract will be under the exclusive jurisdiction of the Courts of England and Wales.

One Insurance Limited is licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission (company number 123555) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (998980)

# What If You Have A Complaint?

Mistakes do happen. If you think we have let you down, we will investigate and fix things you are worried about. We will do our best to try and sort out the problem.

#### Step 1:

We ask that you contact the appropriate company during the following hours of 9:00am to 5:30pm Monday to Friday:

- If you would like to lodge a complaint regarding the selling of an insurance policy, the first step is to contact your insurance broker.
- If you would like to lodge a complaint regarding the handling of a claim, the first step is to contact our appointed claims handler (i.e. One Call Rescue): 01302 552316
- If you would like to complain in relation to the terms and conditions of the policy cover, the first step is to contact us: 01302 495810 (Gibraltar)

All staff have been trained to provide a high level of service and will try to resolve any matter where possible. If the advisor is unable to reach a satisfactory resolution for you, they will refer you to the appropriate line manager who will also try to resolve your complaint. You can also register your complaint to a complaints handling manager directly:

Selling Complaints	Terms and Conditions Complaints	Claims Complaints
Contact your insurance broker	The Complaints Handling Manager One Insurance Limited Suite 913 Europort Europort Road Gibraltar GX11 1AA	The Complaints Handling Manager One Call Rescue First point Balby Carr Bank Doncaster DN4 5JQ

We will try to resolve your complaint within 24 hours of receiving it. If this is not possible, we will tell you we have received your complaint within 5 working days. A written final resolution letter will be sent to you when all of the investigations are complete and within 8 weeks of receiving your complaint. At this point, we will close our file. If you are still not satisfied, please go to step 2.

#### Step 2:

You can complain to an approved dispute resolution facility run by the Financial Ombudsman Service, when you receive our final resolution or 8 weeks from the date you told us that you were not satisfied.

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 gSR

Please include a copy of the Final Response that we have issued to you with your policy number. If you would like to make a complaint via the Financial Ombudsman Service, then this must be made within 6 months of our final response. This will not affect your legal rights. Further information is available at http://www.financial-ombudsman.org.uk.

# Notes...



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