



Membership and Breakdown Cover

# Terms & Conditions

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For members with policies commencing or renewing on or after the 1st March 2016

## Policy Summary

The following summary for GEM Motoring Assist Breakdown Cover does not contain the full terms and conditions of your breakdown policy. For a full explanation of the terms and conditions, please refer to the main policy wording on page 5.

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### Type of Insurance Cover

Personal UK Motor Breakdown and Recovery Insurance. If the vehicle cannot be driven as a result of a breakdown, we will arrange and pay for the services in accordance with the cover provided. Cover will only be provided as long as membership of GEM Motoring Assist and breakdown cover are current and fully paid.

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### How to obtain assistance

If you require assistance you should call our 24 hour Rescue Control Centre on 0330 999 2505 or 01206 785805 quoting your membership number.

## Features & Benefits (Please see policy terms & conditions for full details)

### Recovery EXTRA

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#### Roadside Assistance & Recovery

Following a breakdown occurring at least a quarter of a mile from your home address, we will arrange and pay call-out fees and labour charges needed to start the vehicle at the roadside or arrange and pay the cost of taking the vehicle, you and up to 7 passengers to the nearest suitable garage which is able to undertake the repair the same working day or if neither of these is possible we will arrange and pay the cost of taking the vehicle, you and up to 7 passengers to any one place you choose.

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#### Home Breakdowns

We will arrange and pay call-out fees and labour charges needed to start the vehicle within a quarter of a mile from your home address, or if this is not possible, recover the vehicle to the nearest suitable garage.

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#### Alternative Travel or Emergency Overnight Accommodation

If the vehicle cannot be recovered or repaired you can reclaim the cost of alternative travel so that you and up to 7 passengers can return home or finish your journey. Alternatively, you can reclaim the cost of one night's accommodation. In either case you can reclaim up to £200.

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#### Driver Illness

We will pay for an alternative driver or recovery of the vehicle to your home address if you are unable to continue your journey due to illness or injury.

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#### Accident, Vandalism or Theft

We will arrange and pay the cost of taking the vehicle to a local address of your choice up to a maximum of £70.

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#### Caravan and Trailer Service

Any caravan or trailer attached to the broken down vehicle will be recovered with the vehicle. In the event of a breakdown to the caravan or trailer being towed by the vehicle, we will recover it to the nearest suitable garage or your preferred destination if closer.

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#### Keys

We will pay up to £70 towards the cost of call-out and mileage charges back to the nearest suitable garage or your preferred destination if closer.

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#### Toll Authority Fees

We will meet any toll authority charges to recover the vehicle.

## **Message Service**

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If help is arranged by the Rescue Control Centre, we can contact your family or colleagues to let them know.

## **Recovery RECLAIM**

If you have selected to take Recovery RECLAIM, you can call our 24 hour Rescue Control Centre or you can make your own arrangements for assistance. However, you must pay the recovery firm's costs and expenses yourself and then send us the invoice(s) together with any receipts and a completed claim form in accordance with General Condition 10. We will then reimburse the appropriate costs shown.

## **Roadside Assistance & Recovery**

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Following a breakdown occurring at least a quarter of a mile from your home address, you can reclaim the cost of call-out fees and labour charges needed to start the vehicle at the roadside or reclaim the cost of taking the vehicle, you and up to 7 passengers to the nearest suitable garage which is able to undertake the repair the same working day or if neither of these is possible we will arrange and pay the cost of taking the vehicle, you and up to 7 passengers to any one place you choose.

## **Home Breakdowns**

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You can reclaim up to £70 towards call-out fees and labour charges needed to start the vehicle within a quarter of a mile from your home address, or if this is not possible at the time, recover the vehicle to the nearest suitable garage.

## **Alternative Travel or Emergency Overnight Accommodation**

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If the vehicle cannot be recovered or repaired, you can reclaim the cost of alternative travel so that you and up to 7 passengers can return home or finish your journey. Alternatively, you can reclaim the cost of one night's accommodation. In either case you can reclaim up to £200.

## **Driver Illness**

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You can reclaim the cost of an alternative driver or the cost to recover the vehicle to your home address if you are unable to continue your journey due to illness or injury.

## **Accident, Vandalism or Theft**

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You can reclaim the cost of taking the vehicle to a local address of your choice up to a maximum of £70.

## **Caravan and Trailer Service**

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You can reclaim the cost of recovering any caravan or trailer attached to the broken down vehicle. In the event of a breakdown to the caravan or trailer being towed by the vehicle, you can reclaim the cost of recovering it to the nearest suitable garage or your preferred destination if closer.

## **Keys**

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You can reclaim up to £70 towards the cost of call-out and mileage charges back to the nearest suitable garage or your preferred destination if closer.

## **Toll Authority Fees**

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You can reclaim any toll authority charges to recover the vehicle.

## **Message Service**

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If help is arranged by the Rescue Control Centre, we can contact your family or colleagues to let them know.

## **SIGNIFICANT EXCLUSIONS OR LIMITATIONS – APPLICABLE TO ALL SECTIONS**

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The cost of any parts, components or materials used in any repair are not covered. The cost of specialist equipment, specialist recovery vehicles, or a recovery further than 10 miles from the scene of the breakdown is not covered if the vehicle has been immobilised due to snow, mud, sand, water, ice, or a flood. The vehicle must not be used for private hire, public hire, racing, rallying, off-roading, pacemaking or in any contest or speed trial or any rigorous reliability testing.

Any costs or expenses in excess of £70 will not be paid in respect of:

- Recovery following an accident, vandalism or theft.
- The ignition keys being lost, stolen or locked in the vehicle.
- Incorrect fuel being used in the vehicle.

The vehicle must have a valid MOT (unless exempt), be taxed, insured, registered in the UK and be properly maintained and serviced.

## **Period of Insurance**

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This insurance is a 12-month contract, which may be renewed each year subject to the terms and conditions that apply at the time of renewal.

## **Cancellation**

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You may cancel this insurance by writing to the Policy Administrators within the first 14 days of the policy, or (if later), within 14 days of you receiving the Terms and Conditions and your policy schedule. This is known as the withdrawal period. If you cancel your policy within the 14-day withdrawal period and have not used our service, you will be entitled to a full refund of the premium paid. If you cancel your policy within the 14-day withdrawal period and have used our service you will not be eligible to a refund. If you cancel your policy after the 14-day withdrawal period you will not be entitled to a refund or credit.

### **Contact the Policy Administrators by the following methods by writing to:**

Address: GEM Motoring Assist, Station Road, Forest Row, East Sussex RH18 5EN  
Email: [cancellations@motoringassist.com](mailto:cancellations@motoringassist.com)

## **Complaints - We aim to provide a first-class service**

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Any complaint you have regarding your claim should be addressed to us at the following address: Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX. If we have given you our final response and you are still dissatisfied, or more than 8 weeks have passed since we received your original complaint you may be able to ask The Financial Ombudsman Service to review your case. The Financial Ombudsman Service can be contacted at the following address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9 123 (free from some mobile phones). Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **The Financial Services Compensation Scheme (FSCS)**

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We are covered by the Financial Services Compensation Scheme (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. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

## **Language and Law applying to the Insurance**

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This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, in writing, English law will apply to this insurance.

## **Policy Administrator, Insurer and Service Provider**

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The policy is administered by GEM Motoring Assist which is a trading name of The Guild of Experienced Motorists, a road safety association founded in 1932. Registered office address: Station Road, Forest Row, East Sussex RH18 5EN. GEM Motoring Assist is a trading name of The Guild of Experienced Motorists, Financial Services Register number 312480 and is authorised and regulated by the Financial Conduct Authority (FCA).

The policy is underwritten by DAS Legal Expenses Insurance Company Limited. Registered in England and Wales. Registered Company Number: 103274. Registered office address: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. DAS Legal Expenses Insurance Company Limited, Financial Services Register number 202106 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX. Call Assist Ltd, Financial Services Register number 304838 is authorised and regulated by the Financial Conduct Authority.



# Breakdown Cover Terms and Conditions

## What to do if you breakdown

If the vehicle breaks down you must call the 24 hour Rescue Control Centre on:-

**Telephone: 0330 999 2505 or 01206 785805**

where our trained staff will deal with your request quickly.

Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number and when called from any type of line including mobile, BT or other fixed line, should count towards any inclusive minutes in the same way as 01 and 02 calls.

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

Please have the following information available when you phone:

- ▼ your name, membership number and postcode
- ▼ the phone number (including area code) you are calling from
- ▼ the location of the broken down vehicle, including road numbers or names and landmarks
- ▼ the registration number, make, model and colour

Please keep this document in a safe place. Valid for members with policies commencing or renewing on or after the 1st March 2016.

# GEM Motoring Assist Services

We will provide cover to a vehicle you are driving or to a vehicle owned by you where you are a passenger, for breakdowns and the costs involved with the breakdown, in accordance with the Terms and Conditions and the level of service you purchased.

Cover will apply to breakdowns which occur within the territorial limits and during the period of insurance, providing your cover is fully paid at the time of the breakdown.

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, in writing, this insurance is governed by English Law.

**The level of service you have purchased is detailed on your policy schedule. Details of each level of service are as follows:**

## Recovery EXTRA

**The following services are only available if you have Recovery EXTRA and have paid the appropriate premium.**

### Roadside Assistance & Recovery

Following a breakdown occurring at least a quarter of a mile from your home address, we will arrange and pay for a recovery operator to spend up to 60 minutes at the breakdown location to attempt a repair to the vehicle.

If in the opinion of the recovery operator, the vehicle cannot be repaired within 60 minutes at the breakdown location, we will arrange and pay for the vehicle, you and up to 7 passengers to be recovered to the nearest suitable garage which is able to repair the vehicle the same working day.

**This benefit is designed to cover small emergency repairs. It will not cover the cost of any parts or materials. Any work which is not carried out at the breakdown location is not covered. It is provided under a separate contract between you and the garage.**

If no suitable garage is open at the time or the repair cannot be made the same working day, we will arrange and pay the cost of recovering the vehicle, you and up to 7 passengers to any one place you choose within the territorial limits. Any recovery must take place at the same time as the initial call-out.

### Home Assistance

Following a breakdown occurring at your home address or within a quarter of a mile of your home address, we will arrange and pay for a recovery operator to spend up to 60 minutes at the breakdown location to attempt a repair to the vehicle. If in the opinion of the recovery operator, the vehicle cannot be repaired within 60 minutes at the breakdown location, we will arrange and pay for the vehicle, you and up to 7 passengers to be recovered to the nearest suitable garage which is able to undertake the repair.

### Alternative Travel or Emergency Overnight Accommodation

If the vehicle breaks down while it is more than 25 miles from your home address and it cannot be repaired at the breakdown location or at the nearest suitable garage during the same working day, providing the vehicle is being repaired at the nearest suitable garage, we will reimburse the cost of necessary emergency overnight accommodation or alternative travel arrangements to allow you to continue your original journey and collect the vehicle once it has been repaired.

The most we will reimburse is £200:

- ▼ for alternative road or rail travel or car hire (we will not pay any amounts for fuel, oil, insurance or any excess for the hire car); or
- ▼ for one night's hotel accommodation for you and up to 7 passengers. (The amount we will reimburse will only be for the rooms. We will not pay any amount for meals or drinks).

**Before you arrange alternative travel or accommodation you must call the Rescue Control Centre for their agreement. We will only reimburse amounts covered by this insurance if we receive valid invoices and receipts.**

### Driver Illness

If you are unable to continue your journey due to illness or injury we will arrange and pay for an alternative driver to return the vehicle to your home address. Alternatively, we will arrange and pay the cost of recovering the vehicle to your home address. A medical certificate will be required to validate the claim.

### Accident, Vandalism or Theft

If your vehicle cannot be driven as a result of damage, which is caused by an accident, vandalism or theft, we will arrange and pay up to £70 towards the cost of recovering the vehicle to a local address of your choice.

### Keys

If you lose or lock the vehicle keys within the vehicle, we will pay up to £70 towards the cost of call-out and mileage charges to recover the vehicle back to the nearest suitable garage or your preferred destination if closer. All other costs incurred, including any specialist equipment needed to move the vehicle, will be at your expense.

### Misfuel Assist

If your vehicle cannot be driven as a result of using the incorrect type of fuel in the fuel tank, we will arrange and pay up to £70 towards the cost of conducting a fuel drain and flush at the roadside. If this is not possible at the time, we will arrange and pay up to £70 towards the cost of recovering the vehicle, you and up to 7 passengers to the nearest suitable garage or your preferred destination if closer. Any costs above £70 will be at your expense.

### Caravan and Trailer Service

Any caravan (up to 7 metres/23 feet long, not including the length of the a-frame or hitch) or trailer (up to 3.05 metres/10 feet long including any load, not including the length of the a-frame or hitch) attached to the broken down vehicle will be recovered with the vehicle. In the event of a breakdown to the caravan or trailer being towed by the vehicle, we will recover it to the nearest suitable garage or your preferred destination if closer. Any caravan or trailer must be attached using a standard 50 millimetre (2 inch) towing coupling.

### Toll Authority Fees

We will pay the cost of Toll Authority fees incurred by the recovery operator to access or recover your vehicle.

## Recovery RECLAIM

If you have selected to take Recovery RECLAIM, you can call our 24 hour Rescue Control Centre or you can make your own arrangements for assistance. However, you must pay the recovery firm's costs and expenses yourself and then send us the invoice(s) together with any receipts and a completed claim form in accordance with General Condition 10. We will then reimburse the appropriate costs shown.

**The following services are only available if you have Recovery RECLAIM and have paid the appropriate premium.**

### Roadside Assistance & Recovery

Following a breakdown occurring at least a quarter of a mile from your home address, you can reclaim the cost of a recovery operator spending up to 60 minutes at the breakdown location to attempt a repair to the vehicle.

If in the opinion of the recovery operator, the vehicle cannot be repaired within 60 minutes at the breakdown location, you can reclaim the cost of recovering the vehicle, you and up to 7 passengers to the nearest suitable garage which is able to repair the vehicle the same working day.

**This benefit is designed to cover small emergency repairs. It will not cover the cost of any parts or materials. Any work which is not carried out at the breakdown location is not covered. It is provided under a separate contract between you and the garage.**

If no suitable garage is open at the time or the repair cannot be made the same working day, you can reclaim the cost of recovering the vehicle, you and up to 7 passengers to any one place you choose within the territorial limits. Any recovery must take place at the same time as the initial call-out.

## Home Assistance

Following a breakdown occurring at your home address or within a quarter of a mile of your home address, you can reclaim the cost of a recovery operator spending up to 60 minutes at the breakdown location to attempt a repair to the vehicle. If in the opinion of the recovery operator, the vehicle cannot be repaired within 60 minutes at the breakdown location, you can reclaim the cost of recovering the vehicle, you and up to 7 passengers to the nearest suitable garage which is able to undertake the repair. The most you can reclaim is £70.

## Alternative Travel or Emergency Overnight Accommodation

If the vehicle breaks down while it is more than 25 miles from your home address, and it cannot be repaired at the breakdown location or at the nearest suitable garage during the same working day, providing the vehicle is being repaired at the nearest suitable garage, you can reclaim the cost of necessary emergency overnight accommodation or alternative travel arrangements to allow you to continue your original journey and collect the vehicle once it has been repaired.

The most you can reclaim is £200:

- ▼ for alternative road or rail travel or car hire (we will not pay any amounts for fuel, oil, insurance or any excess for the hire car); or
- ▼ for one night's hotel accommodation for you and up to 7 passengers. (The amount you can reclaim will only be for the rooms. We will not pay any amount for meals or drinks).

**Before you arrange alternative travel or accommodation you must call the Rescue Control Centre for their agreement. You can only reclaim amounts covered by this insurance once we receive valid invoices and receipts.**

## Driver Illness

If you are unable to continue your journey due to illness or injury you can reclaim the cost of an alternative driver to return the vehicle to your home address. Alternatively, you can reclaim the cost of recovering the vehicle to your home address. A medical certificate will be required to validate the claim.

## Accident, Vandalism or Theft

If your vehicle cannot be driven as a result of damage, which is caused by an accident, vandalism or theft, you can reclaim up to £70 towards the cost of recovering the vehicle to a local address of your choice.

## Keys

If you lose, or lock the vehicle keys within the vehicle, you can reclaim up to £70 towards the cost of call-out and mileage charges to recover the vehicle back to the nearest suitable garage or your preferred destination if closer. All other costs incurred, including any specialist equipment needed to move the vehicle, will be at your expense.

## Misfuel Assist

If your vehicle cannot be driven as a result of using the incorrect type of fuel in the fuel tank, you can reclaim up to £70 towards the cost of conducting a fuel drain and flush at the roadside. If this is not possible at the time, you can reclaim up to £70 towards the cost of recovering the vehicle, you and up to 7 passengers to the nearest suitable garage or your preferred destination if closer. Any costs above £70 will be at your expense.

## Caravan and Trailer Service

You can reclaim the cost of recovering any caravan (up to 7 metres/23 feet long, not including the length of the a-frame or hitch) or trailer (up to 3.05 metres/10 feet long including any load, not including the length of the a-frame or hitch) attached to the broken down vehicle. In the event of a breakdown to the caravan or trailer being towed by the vehicle, you can reclaim the cost of recovering it to the nearest suitable garage or your preferred destination if closer. Any caravan or trailer must be attached using a standard 50 millimetre (2 inch) towing coupling.

## Toll Authority Fees

You can reclaim the cost of Toll Authority fees incurred by the recovery firm to access or recover your vehicle.

**A claim form can be obtained:**

- ▼ by calling **01342 825676**
- ▼ online at [www.motoringassist.com](http://www.motoringassist.com)
- ▼ by emailing [claimform@motoringassist.com](mailto:claimform@motoringassist.com)
- ▼ by writing to GEM Motoring Assist, Station Road, Forest Row, East Sussex RH18 5EN



## Definitions

**Accident** - a collision immediately rendering the vehicle immobile or unsafe to drive.

**Breakdown** – an electrical or mechanical failure or breakage, flat battery, puncture, lack of fuel to the vehicle which results in you not being able to drive the vehicle.

**Call-out** – the deployment of a recovery operator to the vehicle.

**Home Address** – the place where you reside as shown on your policy schedule.

**Period of Insurance** – the period of time covered by this insurance (as shown on the policy schedule).

**Policy Administrators** – GEM Motoring Assist, Station Road, Forest Row, East Sussex RH18 5EN Tel: 01342 825676.

**Policy Schedule** – provides evidence that your insurance is in force and shows details such as your name, Membership number and period of insurance.

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

**Recovery/Recover/Recovered** – the transportation of the vehicle and/or its occupants by the recovery operator.

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

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

**Territorial limits** – England, Scotland, Wales, Northern Ireland, the Isle of Man and Jersey and Guernsey.

**Vehicle** – any of the following types of vehicle which is being driven by you or which you own and are travelling in as a passenger at the time of the breakdown:

- ▼ Private cars or motorcycles
- ▼ Vans with a gross vehicle weight (GVW) up to 2500 kgs
- ▼ Motorhomes/campervans with a GVW up to 3500 kgs which do not exceed 7 metres/23 feet in length or 2.3 metres/7 feet 7 inches in width (including any extra fitments)

**We, us, our** – Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX and/or DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

**You, your, member** – the person named as the member on the policy schedule.

## General Conditions

- 1 We will only provide the cover described in this insurance if:
  - ▼ you have met all the terms and conditions;
  - ▼ the information you have given to us and the Policy Administrators is, as far as you know, correct and complete. (Any payment made under this insurance will be based on the original information given to us and the Policy Administrators).

If you have failed to give us complete and accurate information or have not met the terms and conditions, this could lead to your claim being denied or the insurance not being valid.

- 2 This insurance only applies to you and cannot be transferred to anyone else.
- 3 Providing it is safe to do so, you must remain with or nearby the vehicle until help arrives and present photographic identification if requested.
- 4 If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end.
- 5 You must take all reasonable steps to prevent a breakdown, and your vehicle must not be driven in an unsafe or unroadworthy condition or until repairs recommended following service have been carried out.
- 6 You must keep your vehicle properly maintained and serviced in accordance with the manufacturer's specifications, including the maintenance of proper levels of oil and water.
- 7 Your vehicle must have a valid MOT (unless exempt), be taxed, insured and registered in the UK.
- 8 You must be able to provide proof of valid motor insurance which proves you were legally insured to drive the broken down vehicle at the time of the claim if this is requested by us. Proof of insurance must be provided within 7 working days.
- 9 The Policy Administrators reserve the right not to offer renewal of your cover.
- 10 Any claim against a Recovery RECLAIM policy must be made in writing to GEM RECLAIM, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by email to [redaim@motoringassist.com](mailto:redaim@motoringassist.com) within 14 days of the breakdown concerned and you must supply such information, details and documentary evidence as GEM Motoring Assist and/or the underwriters may reasonably require.
- 11 Details of your cover may not reach us by the time assistance is required. In this unlikely event we will assist you. However, before assistance can be provided we will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If we receive confirmation that you have adequate cover the reserved funds will be released. If we receive confirmation that you do not have adequate cover we will take payment for any uninsured costs.
- 12 If a call-out is cancelled by you and a recovery operator has already been dispatched, we recommend you to wait for assistance to ensure the vehicle is functioning correctly. If you do not wait for assistance and the vehicle breaks down again within 12 hours, you will be charged for the second and any subsequent call-outs.
- 13 Recovery operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting the vehicle.

- 14 You may be asked to sign documents by the Recovery Operator which relates to the service being provided. Whilst you are not required to sign documents, failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full.
- 15 Any emergency repairs undertaken at the roadside by Recovery Operators cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance it is not always possible for Recovery Operators to accurately diagnose the fault with the vehicle or state whether the vehicle is in a roadworthy condition or otherwise safe to drive. Recovery Operators are not instructed to conduct vehicle health inspections.
- 16 The transportation of domestic animals will be at the discretion of the recovery operator. We will endeavour to help arrange alternative transport but you will need to pay for this service immediately by credit or debit card.
- 17 Regardless of circumstances, we will not be held liable for any costs incurred if you are unable to make a telephone connection to us on any numbers provided. If you are unable to make a connection on any of the numbers provided, please call 01603 327180.
- 18 In the event you use the service and the claim is subsequently found not to be covered by the policy you have purchased, we reserve the right to reclaim any monies from you in order to pay for the uninsured service.
- 19 We will not pay for any costs or expenses that are not directly covered by the terms and conditions. For example, we will not pay for any loss of earnings as a result of a claim.
- 7 Any costs or expenses if the vehicle has been used (from the time you purchased it) for private hire, public hire, hire, courier, racing, rallying, off-roading, pacemaking or in any contest or speed trial or any practice of these activities or rigorous reliability testing.
- 8 The cost of specialist equipment, specialist recovery vehicles, or a recovery further than 10 miles from the scene of the breakdown if the vehicle is immobilised due to snow, mud, sand, water, ice, or a flood.
- 9 Any costs or expenses if the vehicle is outside the eligibility as shown in the Definitions.
- 10 Any cost or expense recoverable under any other insurance policy that you may have.
- 11 Any cost or expense in excess of £70 in respect of recovery following an accident, vandalism or theft.
- 12 Any cost or expense in excess of £70 in respect of:
  - a The vehicle ignition keys being lost or locked in the vehicle;
  - b incorrect fuel being used in your vehicle.
- 13 Any damage or loss to the vehicle or its contents caused by the recovery operator. It is your responsibility to ensure personal possessions are removed prior to the vehicle being recovered.
- 14 Nothing in this policy limits our liability for death or personal injury caused by the negligence of us or our employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
- 15 The repair or recovery of your vehicle at or from the premises of a motor trader or repairer.
- 16 Repair and labour costs other than an hour's labour at the breakdown location.
- 17 The attendance or recovery of any vehicle being used under trade plates or which we believe has just been imported or purchased at auction.
- 18 Recovery of a broken down vehicle used to assist with a commercial activity. For example, this policy will not pay for vehicles to be transported on behalf of motor traders, motor repairers, salvage agents or vehicle transportation companies.
- 19 Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.
- 20 Direct or indirect loss, damage or liability caused by, contributed to or arising from:
  - ▼ ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
  - ▼ the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly; or
  - ▼ pressure waves caused by aircraft and other flying objects; or
  - ▼ the result of an interplanetary coronal mass ejection.

## General Exclusions

Your Insurance does **not** cover the following:

- 1 The recovery of the vehicle and passengers if repairs can be carried out at or near the breakdown location within the same working day. If vehicle and/or passenger recovery is required we will only recover to one address in respect of any one breakdown.
- 2 The cost of any parts, components or materials used to repair the vehicle.
- 3 Any costs or expenses for any service, not authorised by the Rescue Control Centre prior to being incurred. **This exclusion does not apply if your service is Recovery RECLAIM.**
- 4 Any costs incurred to attend the vehicle due to faults with electric windows, sun roofs, broken windows/windcreens or locks not working which prevent the vehicle from being parked securely, unless the fault occurs during the course of a journey and your safety is compromised.
- 5 Assistance following a fire, other than minor electrical fires contained within the engine bay. Extensive damage caused by fire should be reported to your motor insurer.
- 6 Any recovery charges apart from recovery to the nearest suitable garage if the vehicle breaks down at your home address or within a quarter of a mile of your home address.

- 21 Any liability, loss or damage arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000.
- 22 Anyone named on the policy schedule travelling as a passenger in a vehicle which is not owned by a person named on the policy schedule.
- 23 Any breakdown which occurred before the policy commenced.
- 24 Vehicles which are broken down at the time of and/or the place of purchase.
- 25 Costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because the vehicle is not carrying a roadworthy 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.
- 26 The carriage of livestock or vehicles or trailers associated with such carriage.
- 27 Any subsequent call-outs for any symptoms related to a claim which has been made within the last 28 days, unless the vehicle has been fully repaired at a suitable garage, declared fit to drive by the recovery operator or is in transit to a pre-booked appointment at a suitable garage.
- 28 Any cost that would have been incurred if no claim had arisen.
- 29 A request for service following any intentional or wilful damage caused by you to the vehicle.
- 30 Any cost or expense incurred as a result of your failure to comply with requests by us or the recovery operator concerning the assistance being provided.
- 31 Breakdowns caused by overloading the vehicle.
- 32 Claims totalling more than £15,000 in any one period of insurance.
- 33 Any costs or expenses if you already owe us money in respect of another claim made under this policy.

## Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a breakdown. As with any insurance, it does not cover all situations and you should read the Terms and Conditions to make sure that it meets your specific needs.

## Cancellation Rights

If we have reason to believe this policy is not being used in the spirit it was designed for or it becomes apparent there is a breakdown in the relationship between us and you, the Policy Administrators may cancel the policy by sending 7 days notice to your home address. In such situations, providing no claim has been made, the Policy Administrators will refund the unexpired portion of your premium.

You may cancel this insurance without giving a reason, by writing to the Policy Administrators within the first 14 days of the policy, or (if later), within 14 days of you receiving the Terms and Conditions and your policy schedule. This is known as the withdrawal period. If you cancel your policy within the 14-day withdrawal period and have not used our service, you will be entitled to a full refund of the premium paid. If you cancel your policy within the 14-day withdrawal period and have used our service you will not be eligible to a refund. If you cancel your policy after the 14-day withdrawal period you will not be entitled to a refund or credit.

Please contact the Policy Administrator should you wish to discuss cancelling your policy.

## Our Promise to You

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

## Complaints Procedure

Any complaint you have regarding your claim should be addressed to us at the following address:

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

Or by telephoning: 01206 771788.

Or by emailing [customerrelations@call-assist.co.uk](mailto:customerrelations@call-assist.co.uk)

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

We promise to:

- ▼ acknowledge your complaint within five working days of receiving it;
- ▼ have your complaint reviewed by a senior member of staff;
- ▼ tell you the name of the person managing your complaint when we send our acknowledgement letter; and
- ▼ respond to your complaint within 20 working days. If this is not possible for any reason, we will write to you to let you know when we will contact you again.

If we have given you our final response and you are still dissatisfied, or more than 8 weeks have passed since we received your original complaint you may be able to ask The Financial Ombudsman Service to review your case. The Financial Ombudsman Service can be contacted at the following address:

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

Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9 123 (free from some mobile phones).

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

## Policy Administrator, Insurer and Service Provider

The policy is administered by GEM Motoring Assist which is a trading name of The Guild of Experienced Motorists, a road safety association founded in 1932. Registered office address: Station Road, Forest Row, East Sussex RH18 5EN. GEM Motoring Assist is a trading name of The Guild of Experienced Motorists, Financial Services Register number 312480 and is authorised and regulated by the Financial Conduct Authority (FCA).

The policy is underwritten by DAS Legal Expenses Insurance Company Limited. Registered in England and Wales. Registered Company Number: 103274. Registered office address: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. DAS Legal Expenses Insurance Company Limited, Financial Services Register number 202106 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX. Call Assist Ltd, Financial Services Register number 304838 is authorised and regulated by the Financial Conduct Authority.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (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. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

## Your Personal Information

We collect and maintain personal information in order to administer this policy and provide the service detailed within the Terms and Conditions. All personal information is safeguarded with appropriate levels of security and in accordance with the Data Protection Act.

We will only share your information in the following circumstances:

- ▼ It is with the underwriter of this policy
- ▼ It is with the agents which sold this policy
- ▼ It is with the service provider for this policy
- ▼ It is allowed by law
- ▼ It has been authorised by you
- ▼ It is to prevent fraud
- ▼ It is provided to recovery operators or other suppliers as required to fulfil our obligations in the Terms and Conditions in which case your information will be limited to the minimum information ordinarily required.

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

Enquiries in relation to data held by us should be directed to the Customer Services Department, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

## Call recording

To help us to provide a first class service we may record your telephone call.



Station Road, Forest Row  
East Sussex, RH18 5EN  
T: 01342 825676 F: 01342 824847  
E: [info@motoringassist.com](mailto:info@motoringassist.com)

[www.motoringassist.com](http://www.motoringassist.com)

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## General Terms of Club Membership

1. GEM Motoring Assist is an Association (club) governed by membership rules which are available on request.
2. Membership benefits and services, including GEM breakdown cover are only available to members whose annual Club membership subscription is fully paid.
3. GEM Motoring Assist reserves the right to refuse membership if the applicant has been disqualified from driving during the previous five years.
4. It is a requirement for members to notify the Chief Executive immediately if they are disqualified from driving for any reason. GEM Motoring Assist reserves the right to cancel membership if a member is disqualified from driving.
5. You may cancel Club Membership at any time. If cancelled within the first 14 days after the membership start date and you have not used our service you will be entitled to a full refund. If cancelled after this date there will be no refund or credit.
6. All named members under each membership must reside at the same address.
7. A period of 2 months must elapse between a member leaving GEM Motoring Assist and re-joining to benefit from any special offer or promotion. Any application received within this 2 month period will be treated as a renewal and priced accordingly.
8. Annual Club membership fees must be paid on or before the date of renewal otherwise membership, membership benefits and services, including breakdown cover, will be automatically cancelled.
9. The terms of membership that apply are those that are current at the time of renewal.
10. Members must notify any change of address immediately.
11. All communication should be made to:

**GEM Motoring Assist, Station Road,  
Forest Row, East Sussex RH18 5EN**  
Or via email to: [enquiries@motoringassist.com](mailto:enquiries@motoringassist.com)



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East Sussex, RH18 5EN  
T: 01342 825676 F: 01342 824847  
E: [info@motoringassist.com](mailto:info@motoringassist.com)

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