

Grove and Dean Rescue Policy

Important Information

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 subject to English Law. This document is a legally binding contract of insurance between YOU (the insured) and US (ERS). The contract is based on information you provided in your statement of insurance and we have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet.

The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

Data Protection Notice

Please read this notice carefully as it contains important information about the details you will give or have given us. It is a condition of this insurance that you read and accept the terms of this data protection notice. You should show this notice to anyone covered by this insurance.

We will process the details you have provided in line with the Data Protection Act 1998 and other laws which may apply. Your information may also be processed outside of the European area. In all instances we make sure that your information has enough protection.

So that we can assess the terms of an insurance contract, or deal with any claims that may arise, we may need to share information such as your name, address, date of birth, or other information which is classed as 'sensitive' under the Data Protection Act 1998. For example, this could include details of your medical conditions or criminal convictions. We may pass this information to other organisations that we have carefully chosen as well as other companies within our group.

If we provide a credit facility for you to pay your premiums, we may share your information with credit-reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money.

Definitions

We, us, our - ERS

ERS - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

The administrators - Grove and Dean

You, your - The person named as 'insured' in the schedule

Document of insurance - This document together with the Grove and Dean Rescue Schedule, form your Grove and Dean Direct Rescue Membership Document.

Period of insurance - The period of time covered by this insurance (as shown in the schedule).

Breakdown - Mechanical or electrical failures/breakages, flat batteries, punctures, out of fuel, contaminated or wrong fuel used, lost or stolen ignition keys, keys locked in your vehicle or damage caused by accident, vandalism, theft or attempted theft which renders your vehicle immobile.

Your vehicle - Any vehicle specified in the schedule or notified to and accepted by us.

Home - The place where your vehicle is normally kept.

What to do if you breakdown in the UK

Grove and Dean Rescue operates 24 hours a day, 365 days a year. Our trained staff are equipped with the most up to date mapping technology and computers to provide a fast and efficient service using a network of over 1,250 Breakdown Recovery Specialists. If your vehicle breaks down you must call the 24-hour Rescue Control Centre on 0800 328 4479 or 01277 725 564. Our trained staff will deal with your request quickly. If you have hearing difficulties, call the minicom number 0800 174647.

Please have the following information available when you phone.

- * Your name and postcode.
- * The phone number (including the 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.
- * Any modifications which maybe relevant to the recovery of your vehicle.
- * Please stay with your vehicle until a rescue vehicle arrives.

Grove and Dean Rescue Services in the UK

We will provide this cover for any breakdown occurring during the period of insurance and within the mainland of England, Scotland, Wales, Isle of Man, Channel Islands and Northern Ireland. If the vehicle cannot be driven as a result of a breakdown, which occurs during the course of a journey we will arrange and pay for the services as, shown below. Cover will apply to any person driving the insured vehicle. The benefits and services apply to any breakdown, which occurs during the period of insurance and within the territorial limits.

Roadside Assistance

We will arrange assistance at the scene of the breakdown and will arrange and pay call-out fees and labour charges needed to start the vehicle. If the vehicle cannot be repaired quickly at the scene of the breakdown, we will arrange and pay the cost of taking the vehicle, you and up to 6 passengers from the place where the vehicle has broken down to the nearest available garage.

Recovery

If the vehicle cannot be repaired at the scene of the breakdown, we will arrange and pay the cost of taking the vehicle, you and up to 6 passengers from the place where the vehicle has broken down to any one place you choose. Please note this service is not available within 24 hours of cover commencing.

Home Service

If the vehicle breaks down at your home or within one mile of your home, we will arrange assistance and pay call-out fees and labour charges needed to start the vehicle. If the vehicle cannot be repaired quickly at the scene of the breakdown, we will pay the cost of taking the vehicle to the nearest available garage.

Alternative Travel or Accommodation

If the vehicle breaks down while it is more than 25 miles from your home and it cannot be repaired at the roadside or at a garage during the same day, we will refund the cost of alternative travel arrangements or necessary emergency overnight accommodation. The most we will pay will be up to £150 for alternative road, rail travel or car hire (up to 1100cc) or one night's hotel accommodation for you and up to 6 passengers. (The amount we will refund 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 refund amounts covered by this insurance if we receive valid invoices and receipts.

Caravan and Trailer Service

If your vehicle breaks down, any attached caravan or small trailer used for private purposes will be entitled to the same service as the vehicle, as long as it is attached to the vehicle by a standard 50 millimetre (2 inch) towing coupling.

Message Service

If your vehicles breaks down and help is arranged by the Rescue Control Centre, they can contact your family or colleagues to let them know about the situation.

General Exclusions

This insurance does not cover the following: -

- 1 Any request for recovery following a breakdown occurring within the first 24 hours of cover.
- 2 If the vehicle is recovered by sea or air, any amount which is more than the cost of taking the vehicle to the nearest port or airport.
- 3 Any ferry fares or toll fees, including ferry or toll fees incurred by the driver of the recovery vehicle.
- 4 Compensation due to delays to transport services.
- 5 Loss or damage to the vehicle or its contents, or any valuables carried in the vehicle.
- 6 Damage or costs incurred as a direct result of gaining access to the vehicle following your request for assistance.
- 7 The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
- 8 The cost of recovering the vehicle and its passengers if the vehicle can be repaired within a reasonable period of time at or near the place where it has broken down.
- 9 Any costs for Specialist Recovery, including winching charges.
- 10 The cost or quality of repairs carried out at the repairers.
- 11 Transportation of any animal in your vehicle where recovery is necessary.
- 12 Telephone call charges.

- 13 The cost of any parts, emergency windscreens, components or materials used to repair the vehicle.
- 14 Any costs or expenses for any service, which is not arranged by the Rescue Control Centre. This includes where the police or emergency service arranges immediate assistance by a third party.
- 15 Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
- 16 Costs for Recovery due to an accident usually covered under your Motor Insurance.
- 17 Any request for service if the vehicle has been used (from the time you bought it) for private hire, public hire, racing, rally, pacemaking or in any contest or speed trial or any rigorous reliability testing.
- 18 Any request for service of the vehicle is off road or cannot be reached due to snow, mud, sand or flood.
- 19 Any request for service if the vehicle has no traction or cannot be reached due to snow, mud, sand, flood or being off road.
- 20 The repair or recovery of your vehicle if it breaks down at the premises of a motor trader or repairer.
- 21 Any results of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military or usurped power.
- 22 Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - * ionizing 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.

General Conditions

- 1 We will only provide the cover described in this insurance if:
 - * The vehicle is in good working order and in normal use: (You have met all the terms and conditions in this document of insurance;
 - * The information you have given to us 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). 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 You must ensure that the vehicle is in an efficient and roadworthy condition at the start of the journey or holiday and it has been regularly serviced by a garage or yourself in accordance with the manufacturer's recommendations.
- 4 If your vehicle breaks down (whether or not you need immediate service), you must immediately tell the Rescue Control Centre.
- 5 Roadside help or recovery will only be provided if you or the driver stays with the vehicle until a rescue vehicle arrives.
- 6 If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claims and cover under this insurance will end.
- 7 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 recommended repairs have been carried out.
- 8 a) You must carry a roadworthy and accessible spare wheel with the vehicle at all times, except where one is not fitted as standard manufacturers equipment. The spare wheel must be fitted with a roadworthy tyre. If locking wheel nuts are fitted you must also carry the key/tool to remove them.
b) If towing a caravan or trailer, these must also carry a roadworthy and accessible spare wheel at all times. The spare wheel must be fitted with a roadworthy tyre. If locking wheel nuts are fitted you must also carry the key/tool to remove them.
c) You must keep a spare set of keys for the vehicle at the home address and when away on holiday, you must take both sets with you.
- 9 The vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK.
- 10 You must keep your vehicle properly maintained and serviced.
- 11 This insurance only covers the vehicle specified in the schedule. You must tell Grove and Dean Rescue about any change of vehicle immediately.
- 12 You must take all reasonable steps to avoid or minimise any loss arising out of a claim under this insurance. Claims arising directly out of financial incapacity will not be covered.

- 13 You must keep all vouchers, invoices and receipts and other documents, which may be relevant to your claim. Any claims must be notified, in writing, as soon as possible, and in any event within 14 days of the occurrence to The Rescue Control Centre, ERS, Library House, New Road, Brentwood, Essex CM14 4GD, providing full information as to the time, place and circumstances.
- 14 Any documentary evidence and details we may require must be provided at your expense (or your legal representative's expense). You must also have a medical examination if requested to do so.
- 15 You must take reasonable care for the safety and supervision of the vehicle, and if loss or damage occurs whilst it is in the care of a transport company, authority, garage or hotel, the loss or damage must be reported, in writing, to such transport company, authority, garage or hotel.
- 16 Where repairs can be carried out within 8 hours, we reserve the right to recover the vehicle to a suitable garage, within the vicinity of the breakdown, for work to be carried out at your expense.
- 17 If temporary repairs are carried out, such fault must then be immediately rectified by yourself or suitable repairer.
- 18 Changes to the level of cover can only be made at renewal of the policy.
- 19 You must take all reasonable and practical steps to recover the vehicle if lost or stolen and to discover any guilty person(s).
- 20 We can:
 - * take over, conduct, defend or settle any claims; and
 - * take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance. We will take this action in your name or in the name of anyone else covered by this insurance. You or the person whose name we use must co-operate with us on any matter, which affects this insurance.
- 21 If we incur additional costs beyond the scope of cover, which applies, you must reimburse these costs on demand and within 14 days. If assistance is requested whilst cover is not in force our costs will include a handling charge of £200.
- 22 If we accept your claim but disagree with the amount due to you the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
- 23 If you decline to accept our decision on the most suitable course of action then we may limit our liability in respect of any one incident to a maximum of £100.

Call recording - To help us to provide a first-class service we may record your phone calls.

Cancellation

You may cancel this insurance by sending written notice and returning the policy document (including the Grove and Dean Rescue schedule) to us or Grove and Dean Rescue within 14-days of receiving them.

We or Grove and Dean Rescue may cancel this insurance by sending 7 days' notice, in writing, to your last known address. Your insurance may be cancelled because:

- * you have not paid the premium;
- * you or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- * you have not provided documentation requested by us or Grove and Dean Rescue;
- * a change in your circumstances means we can no longer provide cover;
- * you misrepresent or fail to disclose information that is relevant to your insurance; or
- * you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list.

As there is no charge for this insurance, there is no premium to refund if it is cancelled by you, us or Grove and Dean Rescue.

Our Promise to You

We aim to provide a first class service. If you have any reason to complain about this insurance, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. The address is ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW. Tel: 0845 268 0279 Email: complaints@ers.com

If you are not satisfied with our response you may ask the Policyholder and Market Assistance department at Lloyds to review your case. The address is Policyholder and Market Assistance, Lloyds, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693. Email: complaints@lloyds.com

If you are still not satisfied after contacting Lloyds, you can refer your complaint to the Financial Ombudsman Service.

The address is Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE.
Tel: 0800 023 4567. Email: complaint.info@financial-ombudsman.org.uk

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

About ERS

ERS (Syndicate 218 at Lloyd's) is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. (Registered number 204851.) ERS Syndicate Management Limited is registered in England and Wales No. 426475. The registered office is Library House, New Road, Brentwood, Essex CM14 4GD.

Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at www.fscs.org.uk

ABOUT THIS DOCUMENT

Please note that this summary does not contain the full terms and conditions of insurance, which can be found in the policy document.

INSURER

ERS (Syndicate 218 at Lloyd's) is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. (Registered number 204851.) ERS Syndicate Management Limited is registered in England and Wales No. 426475. The registered office is Library House, New Road, Brentwood, Essex CM14 4GD.

TYPE OF INSURANCE AND COVER

UK Motor Breakdown and Recovery Insurance

If the vehicle cannot be driven as a result of a breakdown, which occurs during the course of a journey, ERS will arrange and pay for the services as shown below.

UK BENEFITS INCLUDED AS SHOWN ON YOUR SCHEDULE:- (Headings shown for reference)

Roadside Assistance

We will arrange and pay call-out fees and labour charges needed to start the vehicle.

Recovery

We will arrange and pay the cost of taking the vehicle, you and up to 6 passengers to any one place you choose.

Home Service

We will arrange and pay call-out fees and labour charges needed to start the vehicle.

Alternative Travel or Accommodation

If the vehicle breaks down while it is more than 25 miles from your home and it cannot be repaired, we will refund the cost of alternative travel arrangements or necessary emergency overnight accommodation. We will pay up to £150 for alternative road, rail travel or car hire (up to 1100cc) or one night's hotel accommodation for you and up to 6 passengers.

Caravan and Trailer Service

Any attached caravan or small trailer used for private purposes will be entitled to the same service as the vehicle.

Message Service

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

MAIN TERMS AND CONDITIONS (INCLUDING SIGNIFICANT/ UNUSUAL EXCLUSIONS) Referenced by policy section:-

Breakdown means mechanical or electrical failures/breakages, flat batteries, punctures, out of fuel, contaminated or wrong fuel used, lost or stolen ignition keys, keys locked in your vehicle or damage caused by accident, vandalism, theft or attempted theft which renders your vehicle immobile - All sections.

UK Cover applies within the mainland of England, Scotland, Wales, Isle of Man, Channel Islands and Northern Ireland - All sections.

Ferry and/or toll fees are excluded - General Exclusions

The cost or any part, components or materials used in any repair is not covered - All sections.

Service cannot be provided if the vehicle is off road or cannot be reached due to snow, mud, sand or flood - All sections.

The vehicle must not be used for private hire, public hire, racing, rally, pacemaking or in any contest or speed trial or any rigorous testing - All sections.

PERIOD OF INSURANCE

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

HOW TO OBTAIN ASSISTANCE

If you require assistance you should call our 24-hour Rescue Control Centre on 0800 328 4479

CANCELLATION

You may cancel this insurance by sending written notice and returning the policy document (including the Grove and Dean Rescue schedule) to us or Grove and Dean Rescue within 14-days of receiving them.

We or Grove and Dean Rescue may cancel this insurance by sending 7 days' notice, in writing, to your last known address. Your insurance may be cancelled because:

- * you or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- * you have not provided documentation requested by us or Grove and Dean Rescue;
- * a change in your circumstances means we can no longer provide cover;
- * you misrepresent or fail to disclose information that is relevant to your insurance; or
- * you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list.

As there is no charge for this insurance, there is no premium to refund if it is cancelled by you, us or Grove and Dean Rescue.

COMPLAINTS

We aim to provide a first class service. If you have any reason to complain about this insurance, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. The address is ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW. Tel: 0845 268 0279 Email: complaints@ers.com

If you are not satisfied with our response you may ask the Policyholder and Market Assistance department at Lloyds to review your case. The address is Policyholder and Market Assistance, Lloyds, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693. Email: complaints@lloyds.com

If you are still not satisfied after contacting Lloyds, you can refer your complaint to the Financial Ombudsman Service. The address is Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE. Tel: 0800 023 4567. Email: complaint.info@financial-ombudsman.org.uk

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at www.fscs.org.uk