



ASSISTANCE

redefining / service



**Swinton Van Insurance
Motoring Assistance Cover:
Policy wording**

Status disclosure

This policy is administered by Swinton Van Insurance which is a trading name of Atlanta1 Insurance Services Ltd

This policy is provided on behalf of Atlanta1 Insurance Services Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 308213). Its registered office is at Nile Street, Burslem, Stoke on Trent, ST6 2BA. It is registered in England no: 3642372.

This policy is underwritten by Inter Partner Assistance SA UK Branch (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance SA is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register

AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

This insurance is governed by the laws of England and Wales.

Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. There are different levels of cover available. The cover **you** hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to **you** separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **you** must follow for the policy to work.

Cancellation

If **you** find that this cover does not meet **your** needs, please contact Swinton Van Insurance on 0330 343 9195 within 14 days of receiving this document and they will arrange for **us** to cancel this policy. **You** will receive a refund of **your** premium provided **you** have not made any claims. If **you** cancel **your** policy outside this 14 day period, no refund will be due.

Renewals

Before the end of your current policy, Atlanta1 will write to you to tell you about any changes to what is included in your agreement or any changes to **the** prices for the next year.

Unless you tell Atlanta1 when **they** write to you that you do not want to renew, your agreement will be automatically renewed for another year if you have chosen to pay by Direct Debit.

Meaning of words

Wherever the following words and phrases appear in bold in this document and in this document, they will always have the following meanings.

1. We, Us, Our

Inter Partner Assistance SA UK Branch and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

2. Vehicle Policy

This policy covers **breakdown** assistance for the specific **vehicle(s)** shown on **your** policy schedule. These are the only **vehicle(s)** that this cover applies to.

NOTE: If **you** have purchased personal cover in addition to the **vehicle** specified, any **vehicle** which **you** are travelling in will be covered for a **breakdown** in line with the cover shown on **your** policy schedule.

3. You, Your, Driver

Respectively, the policyholder(s) named on the schedule or any person driving an insured **vehicle**, and any passengers in the insured **vehicle**. (**We** will only assist up to eight people including the **driver**).

4. Vehicle/s

Vehicle means the car, vehicle or motorcycle and which is:

- no longer than 5.5 metres;
- no heavier than 3,500 kilograms
- not higher than 3 metres;
- no wider than 2.25 metres

as shown on **your** policy schedule.

There is unlimited length for the oversize vehicles policies codes TB,TC,TD,TE.

If the **vehicle** **you** are in breaks down while **you** are towing a caravan or trailer, **we** will recover the **vehicle** and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.25 metres wide.

The **vehicle** **you** are travelling in must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for the **vehicle**, caravan or trailer, if it is designed to carry one.

5. Your Home

The last address (in the UK) **you** gave to Swinton Van Insurance as being where **you** permanently live or where **you** keep **your vehicle**. Where **your home** is domiciled in Northern Ireland, cover is automatically extended for sections A and B whilst **your vehicle** is being used in the Republic of Ireland

6. Breakdown

Not being able to use the **vehicle** because of:

- a mechanical **breakdown**;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- key breakage
- a flat tyre;
- a flat battery; *or*
- it having no fuel

7. Territorial Limits

UK: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

For European **breakdown** cover (section E only) this also includes Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Turkey, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.

8. Period of cover

The period of time which the insurance applies to and that is shown on **your** policy schedule.

9. Journey

A trip between **your home** in the UK and a place abroad, within the **territorial limits**. The trip must not be longer than 31 days in a row, or not more than 90 days in total during the **period of cover**. **You** must have started out on **your journey** for cover to apply.

10. Luggage

Suitcases or other bags that contain personal belongings for **your journey**.

The cover provided under each section is subject to the General Conditions and General Exclusions detailed in sections F and G

How to claim

To get UK emergency help phone: 01737 334299

If you need Breakdown Assistance in Europe, please call: +441737 334299.

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word "breakdown" to 07624 808 266.

You should have the following information available:

- The **vehicle's** registration number.
- **Your** name, home postcode and contact details.
- **Your** policy number.
- The make, model and colour of the **vehicle**.
- The location of the **vehicle**.
- An idea of what the problem is.
- SOS Box number (where applicable).

Help on motorways

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the above number.

You will only be able to claim the services we provide by contacting the emergency helpline number.

Section A – Roadside Assistance

The cover in this section will only apply if premium has been paid

What is covered

- If the **vehicle** breaks down more than 1/4 mile from **your home**, **we** will arrange and pay for a breakdown **vehicle** to come to the **vehicle** (for up to one hour) to try to get it working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver** and up to seven passengers to be taken to **your home** or to a suitable local garage (normally within 20 miles of the **breakdown** location) for it to be repaired. **You** must pay the costs of any repairs.
- If **you** require, **we** will pass on two messages to **your home** or place of work (applies to all sections of cover).

What is not covered

- A **breakdown** at or within 1/4 mile from **your home**.
- Anything mentioned in the general exclusions. (Please see section F.)

Section B – Nationwide recovery in the UK

The cover in this section applies in addition to the cover shown in Section A. It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

What is covered

If the **vehicle** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from one of the following options:

Option 1: nationwide recovery: **we** will take the **driver** and up to seven passengers, together with the **vehicle**, at **your** request, to either where **you** were originally travelling to or **your home** address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, provided this can be done in one **journey**.

Option 2: overnight accommodation: **we** will pay the costs for bed and breakfast for one night only for **you** and **your** passengers up to a maximum of £500.

Option 3: 24-hour UK hire vehicle: **we** will pay for a suitable hire **vehicle** for up to 24 hours. **You** will be responsible for returning the hire **vehicle** and collecting **your** repaired **vehicle**. **You** must meet the conditions of the hire company to be able to hire a vehicle.

Option 4: Onward travel via public transport: **we** will pay a maximum of £250 for **you** and **your passengers** to continue **your journey** or return to **your home** via public transport. The means of such public transport shall be at **our** discretion. **We** will also pay the cost of one single standard class rail ticket to collect **your vehicle** (if needed) once repairs have been carried out.

Emergency Driver:

In addition to the benefits above, if the **driver** cannot drive because of an injury or illness acquired during a **journey**, and there is no one else able or qualified to drive the **vehicle**, **we** will provide assistance to finish the **journey** or return the **vehicle** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide this benefit.

What is not covered

- A **breakdown** at or within 1/4 mile from **your home**.
- Anything mentioned in the general exclusions. (Please see section F.)

Section C – Homestart in the UK

The cover in this section applies in addition to the cover shown in Sections A (and B). It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

What is covered

- If the **vehicle** breaks down anywhere at or within 1/4 mile from **your home**, **we** will arrange and pay for a breakdown **vehicle** to come to where **you** are for up to one hour to try to get the **vehicle** working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver** and up to seven people to be taken to a suitable local garage (normally within 20 miles), for it to be repaired. **You** must pay the costs of any repairs.

What is not covered

- Anything mentioned in the general exclusions. (Please see section F.)

Section D – Misfuelling in the UK

The cover in this section applies in addition to the cover shown in Sections A, B and C.

What is covered

- Draining and flushing the fuel tank on site using a specialist **roadside vehicle** or
- Recovery of the **vehicle**, the **driver** and up to seven passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- Up to a maximum value of £250 per claim.

What is not covered

- **You** will be responsible for paying any costs in excess of £250 per claim.
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- Where misfuelling occurs outside the UK.
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- Mechanical or component damage to **your vehicle** whether or not caused as a result of misfuelling or the cost of hiring an alternative **vehicle** in the event mechanical or component damage is sustained.
- Any defect which is deemed NOT to be a direct result of misfuelling or a defect which existed before the incident of misfuelling.
- Any **vehicle** or **vehicles** other than the **vehicle** or **vehicles** listed on the policy schedule.
- Anything mentioned in the general exclusions. (Please see section F.)

Section E – European Breakdown

The cover in this section applies in addition to the cover shown in Sections A (B, C and D). It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

E1 - Before travel abroad starts

The benefits shown under section E4 below also apply in the UK, as long as **you** break down during **your** journey.

E2 - Help at the roadside and towing in Europe

- If **your vehicle** breaks down, **we** will come to where the **vehicle** is located. **We** will arrange and pay for **your vehicle**, the **driver** and up to seven passengers to be taken to a local garage (normally within 20 miles) for it to be repaired. **You** must pay the costs of any repairs.
- After the theft or attempted theft of the **vehicle** or its contents, **we** will pay the costs of repairing the damage or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make **your vehicle** secure.

What is not covered

- **We** will not pay any amounts for making the **vehicle** secure once **you** have returned to the UK.
- Anything mentioned in the general exclusions. (Please see section F.)

E3 - Delivering replacement parts

What is covered

- If replacement parts are not available locally to repair the **vehicle** after a **breakdown**, **we** will arrange and pay to have the parts delivered to **you** or an agreed place as quickly as reasonably possible.

What is not covered

- The actual cost of replacement parts and any customs duty. **You** must pay us this using a credit card or debit card or any other payment method **we** agree is suitable.
- Any amount for getting parts, if the replacement parts can be bought locally.
- Anything mentioned in the general exclusions. (Please see section F.)

E4 - Not being able to use your vehicle

What is covered

If during **your journey**, **your vehicle** breaks down, and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, **we** will arrange and pay for the most appropriate solution from one of the following options:

- To move **you**, **your** passengers and **luggage** to where **you** were originally travelling to, and then, once **your vehicle** has been repaired, take **you** back to **your vehicle** or bring **your vehicle** to **you**: or
- The cost of hiring another car while **your vehicle** is being repaired. **We** will pay up to maximum £750 in total, as long as **you** are able to meet the conditions of the hire- company: or
- **We** will pay for bed and breakfast costs of up to a maximum of £125 per person, up to a maximum of £750 in total for everyone in **your** group, while **your vehicle** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** can't get **your** money back.

What is not covered

- The cost of fuel or lubricants **you** use in the hire **vehicle**.
- Replacement parts.
- Any insurance **you** have to pay to the hire company.
- Anything mentioned in the general exclusions. (Please see section F.)

E5- If you become ill or injured and can't drive

What is covered

- If, during the **journey**, the **driver** cannot drive because of an injury or illness, and there is no one else able or qualified to drive the **vehicle**, **we** will provide, and pay for, a driver to finish the **journey** or return the **vehicle** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide this benefit.

What is not covered

- Anything mentioned in the general exclusions. (Please see section F.)

E6 - If you can't use your own vehicle to get home

What is covered

If after a **breakdown** **your vehicle** is still not repaired or safe to drive when it is time for **you** to go **home**, **we** will pay for suitable transport to get **you**, **your** passengers and **your luggage** to **your home**, and up to £150 towards other travel costs in the UK while **you** wait for **your own vehicle**. **We** will also pay storage charges (up to £100) while **your vehicle** is waiting to be repaired, collected or taken to the UK.

We will then choose the most appropriate solution from the following options:

- take **your vehicle** to **your home** or **your** chosen repairer in the UK or
- pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **you** to go to get **your vehicle** once it has been repaired.

What is not covered

- Any costs **you** would have paid anyway for travelling **home**.
- The costs of returning **your vehicle** to the UK if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the UK, after the **breakdown**.

- The costs of returning **your vehicle** to the UK if repairs can be done locally and **you** are not willing to allow this to happen.
- Anything mentioned in the general exclusions. (Please see section F.)

E7 - Departure Cover

What is covered

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

- The hire of or replacement vehicle, where available, for the purpose of carrying out **your original journey**. **We** will pay for the rental charge, collision damage waiver and any necessary drop off charge. Please note: **you** will be responsible for any damage to the hire vehicle and any excess imposed by the hire car provider.
- The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim. Any claim involving a hire vehicle must be authorised by **us** before expenses are incurred. **You** must contact **us** as soon as **you** know that **your vehicle** may be unavailable for **your planned journey**. **Your** claim must be supported by a letter from the garage confirming:
 - i. The regular maintenance and servicing of **your vehicle**;
 - ii. Precise details of the **breakdown** or damage;
 - iii. **Breakdown**, when occurring, was sudden and unforeseen; and
 - iv. Repairs cannot be made before the date planned for **your journey** to begin.
 - v. In the event of a theft, **you** will be required to report the incident to the Police and obtain a crime reference number to be eligible for this benefit.

What is not covered

- Any claims resulting from a **breakdown** if **you** have purchased this cover less than ten days before the planned date of departure of **your journey**
- Any claim in relation to costs occurring after the 31st day of any one **journey**
- Any claim when actual or imminent breakdown of **your vehicle** is discovered or diagnosed in the course of a service carried out less than ten days prior to **your** planned departure date
- Loss of use of a vehicle hired to **you**
- The cost of fuel, oil or insurance for a hire vehicle
- The cost of any personal accident insurance or other benefit not specifically covered under this policy
- Fines, parking charges or congestion charges arising from the use of a hire vehicle
- Trips solely within the **Territorial Limits (UK)**
- Anything mentioned in the General Exclusions (Section F)

Section F – General exclusions that apply to all parts of this policy

1. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under section A, which are available immediately.
2. The cost of any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts.
3. The cost of paint-work and other cosmetic items.
4. Labour costs for more than one hour of roadside help.

5. The cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
6. Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
7. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
8. Any toll or ferry fees incurred by the **driver** or the driver of the recovery vehicle.
9. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
10. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
11. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to (for example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand).
12. Loss or damage to personal possessions **you** leave in **your vehicle**.
13. Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this it will be completely at **your** own risk and cost.
14. Any costs for **vehicles** that have broken down or were not safe to drive when cover was taken out.
15. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached to the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel. If the **vehicle** is not designed to carry a spare wheel, **you** will need to carry the appropriate aerosol repair kit.
16. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
17. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
18. Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
19. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 5.5 metres, higher than 3 metres or wider than 2.25 metres.
20. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
21. Recovery or help if the **vehicle** is being used to carry commercial goods and a commercial policy has not been purchased.
22. Any claim that comes from:
 - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
 - any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
23. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.

24. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
- ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
25. Loss or damage caused by war, revolution or any similar event.
26. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which are outside **our** reasonable control, such as severe weather conditions.

27. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.

Section G – General conditions applying to all parts of this policy

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
2. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
3. **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
4. **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
5. **You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way.
6. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
7. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
8. The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached including the means to release the tyre from **your vehicle**. **We** will not cover any services including recovery to a garage or any costs incurred as a result of **you** failing to do so. This condition does not apply if the **vehicle** is not designed to carry a spare wheel. If the **vehicle** is not designed to carry a spare wheel, **you** will need to carry the appropriate aerosol repair kit.
9. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limits.
10. Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to the **vehicle** **you** incur if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise the **vehicle** so it may be driven to a suitable facility to enable a permanent repair to be carried out.

11. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
12. **You** will have to pay for any parts or other products used to repair the **vehicle**.
13. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
14. **We** will not be responsible for any subsequent call outs for any symptoms which arise from a previous breakdown within the last 28 days unless the **vehicle** has been fully repaired, declared fit by **our** agent or is on route to be repaired at a suitable garage. If **you** need **our** help for the same fault on the same **vehicle** within the last 28 days, **you** will have to pay for the services **we** provide. **We** will ask for a credit-card number or debit-card number before **we** help **you**.
15. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
16. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown**, and **you** will be responsible for any additional costs incurred in the recovery and/or repair of **your vehicle**.
17. **We** cannot guarantee that hire vehicles will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a **vehicle** of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire company to hire a vehicle.
18. This insurance contract is between **you** and **us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.
19. **We** may cancel this policy by giving **you** 7 days' notice by recorded delivery to **your** last known UK address and will refund the amount of **your** premium proportionate to the unexpired term of **your** policy provided **you** have not made a claim.
20. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Our promise

We want to give **you** the best possible service. If **you** are not happy with **our** service, the procedure below explains what **you** should do:

Complaints procedure

You can write to the Quality Manager at:
Quality Manager, Inter Partner Assistance SA,
The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR
Or, **you** can phone 01737 815215
Or, **you** can email qualityassurance@axaassistance.co.uk

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:
Financial Ombudsman Service
Exchange Tower, London E14 9SR
Or **you** can phone 0800 023 4567

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr>, which has been set up by the EU Commission.

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at www.fscs.org.uk

Data Protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, for providing **breakdown** assistance, for policy administration, claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your breakdown** assistance claim, in order to provide the services described in this policy,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with **breakdown** assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **your vehicle** which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, for example government records of when **your** MOT is due, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide us with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in our website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
The Quadrangle

106-118 Station Road
Redhill
RH1 1PR
UK
Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk

Alternatively, a hard copy is available from **us** on request.

Alternative Format

Please contact Swinton Van Insurance on 0330 343 9195 if **you** would like a copy of these terms and conditions in an alternative format such as large print or audio.