



Rescue Standard Policy

BREAKDOWN HELPLINE

01206 714 322

Please check **Your** Policy Schedule to ensure **You** have the level of cover **You** need and read the following to help **You** use the service.

What to do if You Breakdown

If **Your Vehicle** breaks down, please call **Our** 24-hour Control Centre on: 0161 822 8394. If **You** are unable to make a connection, please contact **Us** on 01206 785 853.

Please have the following information ready to give to **Our** Rescue Controller who will use this to validate **Your** policy: -

- **Your** return telephone number with area code.
- **Your Vehicle** registration.
- The precise location of **Your Vehicle** (or as accurate as **You** are able to be in the circumstances)

We will take **Your** details and ask **You** to remain by the telephone **You** are calling from. Once **We** have made all the arrangements **We** will contact **You** to advise who will be coming out to **You** and how long they are expected to take. **Your** mobile phone must therefore be switched on and available to take calls at all times. **You** will then be asked to return to **Your Vehicle**.

Please remember to guard **Your** safety at all times but remain with or nearby **Your Vehicle** until the **Recovery Operator** arrives. Once the **Recovery Operator** arrives at the scene please be guided by their safety advice.

If **You** are broken down on a motorway and have no means of contacting **Us** or are unaware of **Your** location, please use the nearest SOS box and advise the Emergency Services of **Our** telephone number, they will then contact **Us** to arrange assistance. If the Police or Highways Agency are present at the scene please advise them that **You** have contacted **Us** or give them **Our** telephone number to call **Us** on **Your** behalf.

Your Cover

As shown in **Your** Policy Schedule.

If **Your Vehicle** suffers a **Breakdown**, service will be provided in accordance with the policy wording and the cover level **You** have chosen. Cover will apply during the **Period of Insurance**.

MSL Rescue – UK

The following service is provided with all levels of cover:

Roadside Assistance & Recovery

In the event of a **Breakdown** which occurs within the **Territorial Limits** (UK) and more than a one-mile radius/straight line from **Your Home Address**, **We** will send help to the scene of the **Breakdown** and arrange to pay the **Callout** fees and mileage charges needed to repair or assist with the **Vehicle**.

If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** at the roadside **We** will assist in the following way: -

Either:

- Arrange and pay for **Your Vehicle**, **You** and up to 7 passengers to be recovered to the nearest garage which is able to undertake the repair.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **We** will arrange for **Your Vehicle**, **You** and up to 7 passengers to be transported to **Your** chosen destination or if **You** would prefer and it is closer, **Your** original destination within the **Territorial Limits** (UK).

Any recovery must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges. If **Your Vehicle** requires recovery, **You** must immediately inform **Our** Rescue Controller of the address **You** would like the **Vehicle** taken to.

Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

Alternative Transport*

We will pay up to £250 (up to £750 in the **Territorial Limits** (Europe) where this service has been selected and paid for) towards the reasonable cost of alternative transport or **vehicle** hire. **We** will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired **Vehicle**.

Emergency Overnight Accommodation*

We will pay a maximum of £150 for a lone traveller or £75 per passenger when not travelling alone for one night on a bed and breakfast basis. The maximum payment per incident is £500.

*These services will be offered on a pay/claim basis, which means that **You** must pay initially and **We** will send **You** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **Our** Rescue Controller. The policy will only pay for a hire **vehicle** which **We** deem is appropriate for **Your** requirements and is available at the time assistance is provided. **We** will only reimburse claims when **We** are in receipt of a valid invoice or receipt.

Emergency Overnight Accommodation and Alternative Transport benefits are available under the following conditions:

- The **Vehicle** must be repaired at the nearest **suitable garage** to the **Breakdown** location
- The **Vehicle** cannot be repaired the same working day
- The **Breakdown** did not occur within 20 miles of **Your Home Address**
- **We** will determine which benefit is offered to **You** by assessing the circumstances of the **Breakdown** and what is the most cost-effective option for **Us**.

Caravans and Trailers

If **Your Vehicle** suffers a **Breakdown** and **Your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 meters/23 feet in length (not including the length of the A-frame and hitch), **Your** caravan/trailer will be recovered with **Your Vehicle** at no extra cost.

Keys

If **You** lose, break, or lock **Your** keys within **Your Vehicle**, **We** will pay the **Callout** and mileage charges back to the **Recovery Operator's** base or **Your Home Address** if closer. All other costs incurred, including any **Specialist Equipment** needed to move the **Vehicle**, will be at **Your** expense.

Message Service

If **You** require, **We** will pass on two messages to **Your** home or place of work to let them know of **Your** predicament and ease **Your** worry.

MSL Rescue Plus – UK

If You have opted and paid for MSL Rescue Plus, it includes all of the same benefits as MSL Rescue, with the addition of Home Assist.

Home Assist

We will send help to **Your Home Address** or within a one mile radius of **Your Home Address** in the event **Your Vehicle** suffers a **Breakdown**.

If, in the opinion of the **Recovery Operator**, they are unable to repair **Your Vehicle** at the roadside, **We** will arrange and pay for **Your Vehicle**, **You** and up to 7 passengers to be recovered to the nearest

garage which is able to undertake the repair.

Any recovery must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges.

If **Your Vehicle** requires recovery, **You** must immediately inform Our Rescue Controller of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

MSL Rescue Premier – European

If **You** have opted and paid for **MSL Rescue Premier** it includes the same benefits as **MSL Rescue** and **MSL Rescue Plus** with the addition of assistance within the **Territorial Limits** (Europe).

We will provide service in the **Territorial Limits** (Europe) where the maximum **duration** of any single trip does not exceed 90 days. However short-term policies (those with a **Period of Insurance** lasting one month or less) will be limited to a single trip not exceeding the **Period of Insurance**.

Please ensure **You** carry **Your** V5C registration document and driving licence with **You** during **Your** journey. Due to local regulations and customs, **You** may be required to provide copies of **Your** V5C registration document and/or driving licence. **You** will be held liable for any costs incurred if copies of **Your** V5C registration document and/or driving licence are not immediately available.

Regulations are different when **You Breakdown** in Europe and help may take longer in arriving. **We** will require detailed information from **You** regarding the location of **Your Vehicle**. **We** will need to know if **You** are on an outward or inward journey and details of **Your** booking arrangements. When **We** have all the required information **We** will liaise with **Our** European network. **You** will be kept updated and therefore, **You** will be asked to remain at the telephone number **You** called from.

For assistance in Europe, call Us on:

00 44 1206 785 853

In the event of a **Breakdown** within the **Territorial Limits** (Europe), **We** will send help to the scene of the **Breakdown** and arrange to pay the **Callout** fees and mileage charges needed to repair or assist with the **Vehicle**.

If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** at the roadside **We** will assist in the following way: -

- Arrange and pay for **Your Vehicle**, **You** and up to 7 passengers to be recovered to the nearest garage able to undertake the repair.
- If the Vehicle cannot be repaired within 48 hours or by **Your** intended return, whichever is the later, **We** will arrange for **Your Vehicle**, **You** and up to 7 passengers to be transported either to **Your Home Address**, or if **You** would prefer and it is closer, **Your** original destination within the **Territorial Limits** (Europe).

General Notes Relating to Europe

If **You** have broken down on a European motorway or major public road, **We** are generally unable to assist **You** and **You** will often need to obtain assistance via the SOS phones. The local services will tow **You** to a place of safety and **You** will be required to pay for the service immediately. **You** can then contact Us for further assistance. **We** will pay a maximum of £150.00 towards reimbursement of the costs, but **We** will only reimburse claims when **We** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

If **You** have broken down in a European Country during a Public Holiday, many services will be closed during the Holiday period. In these circumstances, **You** must allow **Us** time to assist **You** and

effect a repair to **Your** Vehicle. **We** will not be held liable for any delays in reaching **Your** destination.

General Notes

Uninsured Service

We can provide assistance for faults that are not covered under this insurance policy or where **You** would like **Us** to assist additional passenger numbers who exceed the maximum number of 7, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of Vehicle

Our policy only covers the **Vehicle** registered on **Our** database, therefore any change must be notified immediately by contacting the organisation **You** purchased this policy from. Please include **Your** policy number, the new registration, make, model and colour of **Your Vehicle** and the date **You** wish to make the change. If **You** do not notify **Us** of the new **Vehicle** details, **We** may not be able to supply **You** with a service.

Governing Law

English Law governs this insurance.

Language

We have chosen to use the English language in all documents and communication relating to this policy.

Measurements

A **Home Assist** is calculated using a straight line from the **Home Address** to the location of the **Breakdown**. All other measurements are calculated using driving distances.

Garage Repairs

Any repairs undertaken by the **Recovery Operators** at their premises are provided under a separate contract, which is between **You** and the **Recovery Operator**.

Multiple Vehicle Policies

Multiple **Vehicle** policies must be registered to one address within the **Territorial Limits** (UK).

Definitions

Accident

A collision immediately rendering the Vehicle immobile or unsafe to drive.

Breakdown

An electrical or mechanical failure, lack of fuel, misfuelling, flat battery, or puncture to the **Vehicle**, which immediately renders the **Vehicle** immobilised.

Callout

The deployment of a Recovery Operator to **Your Vehicle**.

Duration

Commences from the date of **Your** departure from the UK and ceases upon **Your** return to the UK for a period not exceeding 90 days.

Home Address

The last known address recorded on **Our** system where **Your Vehicle** is ordinarily kept.

Home Assist

Assistance within a one-mile radius of **Your Home Address**.

Insurer

Financial & Legal Insurance Company Limited

Period of Insurance

The duration of this policy as indicated on **Your** Policy Schedule for a period not exceeding twelve months.

Recovery Operator

The independent technician Call Assist appoints to attend **Your Breakdown**.

Rescue Controller

The telephone Operator employed by Call Assist Ltd.

Specialist Equipment

Non-standard apparatus or recovery vehicles which in the opinion of the Recovery Operator are required to 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 (Europe)

Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, and Vatican City.

Territorial Limits (UK)

Great Britain and Northern Ireland.

Us, We, Our

Call Assist Ltd.

Vehicle

The **Vehicle(s)** shown on **Your** Policy Schedule as being eligible for this cover.

You, Your

The person named as 'the insured' in the Policy Schedule.

Exclusions

Applying to all sections unless otherwise stated This insurance does not cover the following: -

1. a) Any caravan/trailer where the total length exceeds 7 meters/23 feet (not including the length of the A- frame and hitch) and where it is not attached to the **Vehicle** with a standard towing hitch.
b) **Breakdowns** or **Accidents** to the caravan or trailer itself.
2. Assistance following an **Accident**, theft, fire, or vandalism.
3. Service where glass or windscreens have been damaged.
4. **Vehicles** that are not secure or have faults with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and **Your** safety is compromised.
5. **Breakdowns** caused by failure to maintain the **Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
6. Costs incurred in addition to a standard **Callout** where service cannot be undertaken at the roadside because the **Vehicle** is not carrying a serviceable spare wheel it is capable of carrying, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels.
7. **Specialist Equipment**, additional manpower and/or recovery **vehicles**, or a recovery further than 10 miles from the scene of the **Breakdown** if **Your Vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
8. Overloading of the **Vehicle** or carrying more passengers than it is designed to carry.
9. Any subsequent **Callouts** for any symptoms related to a claim which has been made within the last 28 days, unless

Your 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**.

10. The recovery of the **Vehicle** and passengers if repairs can be carried out at or near the scene of the **Breakdown** within the same working day. If recovery takes effect **We** will only recover to one address in respect of any one **Breakdown**.
11. Any **Vehicle** which is not listed on **Your** Policy Schedule as being eligible for **Breakdown** cover with **Us**.
12. a) Any **Vehicle** used for public or private hire unless '(Taxi/Private Hire)' is indicated on the Policy Schedule.
b) Any request for service if the **Vehicle** is being used for motor racing, rallies, rental, hire, courier services or any contest or speed trial or practice for any of these activities.
13. Commercial **Vehicles**, horseboxes, or limousines.
14. Assistance if the **Vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
15. The cost of any parts, components or materials used to repair the **Vehicle**.
16. Repair and labour costs other than one hour's roadside labour at the scene.
17. The use of **Specialist Equipment** occasionally required because the **Vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
18. The cost of draining or removing contaminated fuel.
19. Storage charges.
20. Any claim within 24 hours of the time the policy is purchased.
21. Any **Breakdown** that occurred before the policy commenced, the **Vehicle** was placed on cover, or before the policy was upgraded.
22. More than six **Callouts** in any one **Period of Insurance**.
23. Claims totalling more than £15,000 in any one **Period of Insurance**.
24. Any costs or expenses not authorised by **Our Rescue Controllers**.
25. The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidentals.
26. Claims not notified and authorised prior to expenses being incurred.
27. The charges of any other company (including Police recovery) other than the **Recovery Operator**, a car hire agency or accommodation charges which have been authorised by **Us**.
28. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
29. Any cost that would have been incurred if no claim had arisen.
30. Any false or fraudulent claims.
31. The cost of alternative transport other than to **Your** destination and a return trip to collect **Your** repaired **Vehicle**.
32. The cost of fuel, oil or insurance for a hire **Vehicle**.
33. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **Breakdown** within the same working day.
34. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.
35. Any damage or loss to **Your Vehicle** or its contents and any injury to **You** or any third party caused by **Us** or the **Recovery Operator**. It is **Your** responsibility to ensure personal possessions are removed from the **Vehicle** prior to **Your Vehicle** being recovered.
36. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **We** will not pay for **You** to collect **Your Vehicle** from a repairer or for any time that has to be taken off work because of a **Breakdown**.
37. Failure to comply with requests by **Us** or the **Recovery Operator** concerning the assistance being provided.
38. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
39. Fines and penalties imposed by courts.
40. Any cost recoverable under any other insurance policy that **You** may have.
41. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the

combustion of nuclear fuel.

b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power, terrorism or alleged acts of terrorism as defined by the Terrorism Act 2000.

42. Any cover which is not specifically detailed within this policy.

Additional exclusions applying to the European Assistance

1. Service where repatriation costs exceed the market value of the **Vehicle**.
2. The cost of recovery from a European motorway exceeding £150.00.
3. Repatriation to the UK within 48 hours of the original **Breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **You** have made within the UK.
4. Repatriation if the **Vehicle** can be repaired but **You** do not have adequate funds for the repair.
5. Any claim where the **duration** of a single trip is planned to or subsequently exceeds 90 days.

General Conditions

Applying to all sections

1. 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.
2. The driver of the **Vehicle** must remain with or nearby the **Vehicle** until help arrives.
3. If a **Callout** is cancelled by **You** and a **Recovery Operator** has already been dispatched, **You** will lose a **Callout** from **Your** policy. **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 **Callouts**.
4. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
5. **We** have the right to refuse to provide the service if **You** or **Your** passengers are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to Our Rescue Controllers or the **Recovery Operator**.
6. **Your Vehicle** must be registered to and ordinarily kept at an address within the **Territorial Limits** (UK).
7. **Vehicles** must be located within the **Territorial Limits** (UK) when cover is purchased and commences.
8. **We** can request proof of outbound and inbound travel dates.
9. If in **Our** opinion the **Vehicle** is beyond economical repair or the cost of the claim is likely to exceed the market value of the **Vehicle** in its current condition following the **Breakdown**. **We** have the option to pay **You** the market value of the **Vehicle** in its current condition and pay **Your** transportation costs to **Your Home Address**. It will be **Your** responsibility to apply for a Certificate of Destruction or other such document and **You** will be required to pay for any storage costs whilst this is obtained. If **You** would prefer the **Vehicle** to be transported to **Your Home Address** or original destination, this can be arranged but **You** will need to pay any costs which exceed the market value of the **Vehicle** in its current condition.
10. **We** will only pay ferry and toll fees within the confines of the United Kingdom of Great Britain and Northern Ireland.
11. **We** must be advised immediately at the time of contacting **Us** for assistance, if **Your Vehicle** is fitted with alloy wheels. If **We** are not advised and **We** are unable to provide the service promptly or efficiently through the agent who will be assisting **You**, **You** will be charged for any additional costs incurred.

12. If **We** are able to repair **Your Vehicle** at the roadside, **You** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
13. The repair must be carried out if the **Vehicle** is recovered to a dealership and the dealership can repair the **Vehicle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **You** do not have funds available, any further service related to the claim will be denied.
14. **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **You** do not have funds available, any further service related to the claim will be denied.
15. 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.
16. **We** may decline service if **You** have an outstanding debt with **Us**.
17. If **You** have a right of action against a third party, **You** shall co-operate with **Us** to recover any costs incurred by **Us**. If **You** are covered by any other insurance policy for any costs incurred by **Us**, **You** will need to claim these costs and reimburse **Us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
18. **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 **Your Vehicle**.
19. The transportation of livestock (including dogs) 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.
20. Regardless of circumstances, **We** will not be held liable for any costs incurred if **You** are unable to make a telephone connection to any numbers provided.
21. The policy is not transferable.
22. If, in **Our** opinion, the **Vehicle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **We** may terminate **Your** policy immediately notifying **You**, by letter to **Your Home Address**, of what action **We** have taken.
23. **We** will provide cover if
 - a) **You** have met all the terms and conditions within this insurance.
 - b) The information provided to **Us**, as far as **You** are aware, is correct.

Should You wish to contact Us, We can be contacted by:

- Mail: Customer Services, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX
- Email: enquiries@call-assist.co.uk
- Facsimile:01206 364 268

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**, **We** may cancel the policy by sending 7 days notice to **Your Home Address**. In such situations, providing no claim has been made, **We** will refund the unexpired portion of **Your** premium.

This policy has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with the insurance, **We** will provide a refund of premium paid, providing no claim has been made.

You may cancel **Your** policy after the 14-day cooling off period but no refund of premium is available.

Please call the organisation **You** purchased this policy from to discuss.

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 of this policy to make sure that it meets **Your** specific needs.

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** policy should be addressed to the policy administrator:

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

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

We promise to:

- Deal with **Your** complaint within 3 days of receiving it;
- Where **Your** complaint cannot be dealt with in 3 days, **We** will acknowledge **Your** complaint within 3 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 **You** remain dissatisfied, short of court action, **You** can ask The Financial Ombudsman Service to review **Your** case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. The Financial Ombudsman Service can be contacted at the following address:

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

Or by telephoning: 0800 023 4567 or 0300 123 9 123.

You can find out further information at: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We and the **Insurer** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** or the **Insurer** 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.

Your Personal Information

For this section only, **We**, **Us** and **Our** are Call Assist Limited, Financial & Legal Insurance company Limited.

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.

- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- **Vehicle** or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regard to incidents) and solicitors, **Appointed Representatives**.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/ Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and date portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

Service Provider and Insurer

This service is provided by Call Assist Limited Registered Number 3668383. Registered in England and Wales. Registered office address: Axis Court, North Station Road, Colchester, Essex, CO1 1UX. The policy is underwritten by Financial & Legal Insurance Company Limited, Registered in England Number 03034220. Registered office address: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

Call Assist Ltd is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 304838. Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference number 202915.

The policy is administered by MSL Legal Expenses Limited, who is authorised by the Financial Conduct Authority under Firm Reference Number 311676.

Call Recording

To help Us provide a quality service, **Your** telephone calls may be recorded.