

Scottish Police Federation Motor Breakdown Solutions Policy Document



Motor Breakdown Solutions

Please read this document carefully to familiarise yourself with the terms and conditions, and how your **member** can contact us if their vehicle breaks down. This section summarises the policy cover only; the policy wording starts at page 4 and provides full terms, conditions and exclusions of the insurance contract between you and the insurer.

If you or your **member** is unsure about anything in this document, please contact Philip Williams.

Make a claim

To claim under this policy telephone **0330 041 8189** (lines are open 24/7 hours a day, 365 days a year).

For more information about making a claim, please see the "Claims procedure".

Provided we accept your **member's** claim, we will arrange to get help to them as quickly as possible.

We record and monitor calls for training purposes, to improve the quality of our service, to help us deal with queries or complaints from your **member's** and to prevent and detect fraud and financial crime.

Main benefits of Motor Breakdown Solutions

Your **member's** 24/7 breakdown cover provides nationwide & European vehicle roadside assistance and/or recovery by a local operator if their vehicle breaks down unexpectedly due to any of the following:

- an electrical or mechanical failure
- a flat battery
- a puncture
- damage caused by a collision, theft or vandalism (if your **member's** insurance policy will not cover them for assistance)
- lack of fuel or misfuelling.

Alternative transport can also be arranged following the theft of your **member's** vehicle.

Who is ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income in excess of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of "before-the-event" and "after-the-event" legal insurance products and assistance solutions to protect both businesses and individuals.



Claims procedure

What to do if your **member** has a breakdown.

1. If your **member**'s vehicle breaks down contact the 24 hour control centre on **0330 041 8189**.
2. Please have the following information ready as it will be needed to check their policy cover:
 - vehicle registration
 - the precise location of the vehicle (or as accurate as you are able in the circumstances)
 - your **member**'s return telephone number.
3. Our operator will take their details and make the necessary arrangements to assist them. Your **member**'s mobile phone must therefore be switched on and available to take calls at all times.
4. Stay safe but remain with or near to the vehicle until the recovery operator arrives. Once the recovery operator arrives at the scene please be guided by their safety advice.
5. If your **member** has a breakdown on a UK motorway and has no means of contacting us or are unaware of their location, your **member** should use the nearest SOS box and advise the police of our telephone number; they will contact us to arrange assistance. If the police are present at the scene please advise them that you have contacted us or give them our telephone number to make contact on your behalf.
6. If your **member** has a breakdown on a motorway or major public road outside of the UK, the local highway authority may require you to use a local private towing service. Your **member** will need to use the SOS phones to call for assistance. The private towing service will tow the vehicle to a place of safety and they will be required to pay for the service immediately. Your **member** can then contact us for further recovery and assistance. Please retain receipts.

Important **information** (continued)

Privacy Statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

The insurer's full privacy notice may be found at the following link:

<https://www.hdi-specialty.com/int/en/legals/privacy>

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation.

Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full

[privacy statement](#).

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Motor Breakdown Solutions

This policy is a contract between **you** and the **insurer**.

How we help your member's

Our operator will help **your member's** in accordance with the terms and conditions of this policy and the **insurer** will pay any costs covered by this policy.

UK cover

1. Roadside assistance and recovery

Our operator will send help to the scene of **your member's vehicle breakdown** and the **insurer** will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside or recover **their vehicle**; provided that **your member's vehicle breakdown** is at least one mile away from **your member's home address**.

If, in the opinion of **our recovery operator**, it is not possible to repair **your member's vehicle** at the roadside within one hour:

- a) **our** operator will arrange for **your member's vehicle, your member** and **their** passengers to be recovered to the nearest **suitable garage** able to undertake the repair, or
- b) if the above is not possible at the time or the repair cannot be made within the same day **our** operator will arrange for **your member's vehicle, your member** and **their** passengers to be transported to **their home address** or if **they** would prefer and it is closer, **their** original destination within the **territorial limits (UK)**.

The **insurer** will pay the reasonable cost of assistance provided that the recovery is made at the same time as the initial call-out otherwise **your member** will have to pay for subsequent call-out charges.

If **your member's vehicle** requires recovery, **they** must immediately inform **our** operator of the address **they** would like **their vehicle** taken to. Once **your member's vehicle** has been delivered to that address, **your member's vehicle** will be left at **their** own risk.

2. Alternative travel

If **your member's vehicle** cannot be repaired locally on the same day or within a period agreed between **your member** and **our** operator and is at least 20 miles away from **your home address** or if **your member's vehicle** is stolen; to allow **your member** to complete **their** original journey, the **insurer** will pay:

- a) up to £250 towards the cost of alternative transport or
- b) for the use of a hire vehicle up to 1600cc

whilst **your member's vehicle** remains unroadworthy. The **insurer** will pay up to £150 towards the costs of alternative transport for one person to return and collect **their** repaired **vehicle**.

3. Emergency overnight accommodation

Where alternative travel (described above) would have been available to **your member**, but it is more practical or cost effective to provide emergency accommodation for a single night, the **insurer** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for **your member** and **their** passengers whilst **their vehicle** is being repaired. The **insurer** will not pay more than £500 for each claim under Emergency overnight accommodation.

Conditions of service for covers 2. and 3. above

Your member's vehicle must be repaired at the nearest **suitable garage** to the **breakdown** location.

Where available these services will be offered on a pay/claim basis, which means that **your member** must pay initially and the **insurer** will reimburse **your member** when **we** are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from **our** operator.

4. Misfuelling

If **your vehicle's** fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of **your member's vehicle's** fuel tank at the roadside if possible or at a **suitable garage** where this is not possible.

Occasionally misfuelling **your member's vehicle** can cause extensive damage which a fuel drain and flush will not rectify. If **your member** would prefer for the fuel drain and flush to be carried out by **their** preferred repairer, **our** operator will arrange for **your member's vehicle, you member** and **their** passengers to be recovered to a repairer of **their** choice within 10 miles of the **breakdown**.

Your member must pay initially and the **insurer** will reimburse **them** when **we** are in receipt of a valid invoice/receipt. The most the **insurer** will pay is the cost of 10 litres of correct fuel and not more than £250 in total for each claim under Misfuelling.

5. Message service

At **your member's** request **our** operator can pass on two messages to **their home address** or place of work to let others know of **their vehicle breakdown**.

6. Home assist

Your member's vehicle will be covered at **their home address** or within a one mile radius of **your member's home address**. If **your member's vehicle** cannot be repaired at **their home address**, **our** operator will arrange for **your member** and **their vehicle** to be recovered to the nearest **suitable garage**. The recovery must take place at the same time as the initial call-out.

7. Keys

If **your member** locks **their vehicle** keys within **their vehicle** and are unable to obtain a spare set on the same day, the **insurer** will pay the call-out fee for a **recovery operator** who will attempt to retrieve the key where this is possible.

If the **recovery operator** is unable to retrieve **your member's** key it is often possible to provide a replacement key at the scene. **Your member** will have to pay for the replacement key.

If it is not possible to retrieve a locked-in key or if **your member** has lost or broken **their** key and are unable to obtain a replacement key at the scene; if **your member** is away from **their home address** the **insurer** will pay the mileage charges to a place where **their vehicle** can be stored securely, or **their home address** if it is nearer.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

1. Roadside assistance

Our operator will send help to the scene of **your member's vehicle breakdown** within the **territorial limits (Europe)** and the **insurer** will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside if this is possible within one hour. Due to differing national standards and infrastructures abroad, assistance may take longer to arrive.

2. Recovery

If, in the opinion of **our recovery operator**, it is not possible to repair **your member's vehicle** within one hour **we** will arrange and pay for **your member's vehicle, your member** and **their** passengers to be recovered to the nearest **suitable garage** able to undertake the repair.

3. Shipping of spare parts

Where it is efficient and cost-effective to do so, the **insurer** will pay up to £150 towards the cost of shipping replacement parts to the **suitable garage**. **Your member** will be responsible for the cost of the spare parts and **we** will only organise shipping once **your member** has confirmed the spare parts have been paid for.

4. Alternative travel abroad

If **your member's vehicle** cannot be repaired locally on the same day or within a period agreed between **your member** and **our** operator or if **your member's vehicle** is stolen, the **insurer** will pay:

- a) up to £500 towards the cost of alternative transport or
- b) for the use of a hire vehicle up to 1600 cc

whilst **your member's vehicle** remains unroadworthy. The **insurer** will pay up to £200 towards of alternative transport for two people to return and collect **your member's** repaired **vehicle**.

5. Emergency overnight accommodation abroad

Where alternative travel (described above) would have been available to **your member**, but it is more practical or cost effective to provide emergency accommodation for a single night (or as agreed in advance between **your member** and **our** operator), the **insurer** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for **your member** and **their** passengers whilst **your member's vehicle** is being repaired. The **insurer** will not pay more than £1,000 for each claim under Emergency overnight accommodation.

6. Repatriation service

If **your member's vehicle** cannot be repaired within 48 hours of the original **breakdown** or by **your member's** intended return, whichever is due to occur later, **we** will arrange and pay for **your member's vehicle, your member** and **their** passengers to be transported either to **your member's home address**, or if **they** would prefer and it is closer, **your member's** original destination within the **territorial limits (Europe)**.

We will need to know details of **your member's** itinerary and if requested proof of both **their** outbound and inbound travel dates must be provided to validate **their** claim.

Conditions of service for covers 3. and 4. above

Your member's vehicle must be repaired at the nearest **suitable garage** to the **breakdown** location.

Where available these services will be offered on a pay/claim basis, which means that **your member** must pay initially and the **insurer** will reimburse **them** when **we** are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from **our** operator.

At all times please ensure **your member** carries **their** driving licence and V5C registration document (logbook) with **them** during **their** journey. Due to local regulations and customs, **your member** may be required to provide copies of **their** driving licence or V5C registration document. **Your member** will be held liable for any costs incurred if copies of **their** driving licence or V5C registration document are not immediately available.

When this policy does **not cover** your member

If **your member's** claim is not covered under the terms of this policy **our** operator can usually help. All costs must be paid for immediately by credit or debit card. If **your member** wishes to use this service please call the number at the beginning of this policy and request the "pay on use service".

What is **not** covered (applicable to European cover only)

1. The cost of recovery from a European motorway exceeding £150.
2. Repatriation to the **territorial limits (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 **territorial limits (UK)**.
3. Any **trip** which was planned to or subsequently finishes outside the **period of insurance**.
4. Any **vehicle** over 10 years old.

What is **not** covered (applicable to both UK & European cover)

This insurance does not cover the following:

1. the cost of
 - a) any parts, components or materials used to repair **your member's vehicle**
 - b) labour other than labour at the scene of **your member's vehicle breakdown** (other than a claim for Misfuelling)
 - c) the use of specialist equipment occasionally required because **your member's vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance
 - d) additional charges incurred as a result of any aftermarket modification to **your member's vehicle**
 - e) **vehicle** storage, expenses or charges of any other company (including police recovery) not authorised by **our** operator, or where **your member** arranges for recovery or repairs by other means
 - f) fuel, oil or insurance for a hire vehicle
2. a claim if **your member** already owes **our** operator money
3. **your member's** failure to comply with requests by **our** operator or **our recovery operator** concerning the assistance being provided
4. subsequent call-outs for any symptoms related to a claim which has been made within the last 28 days, unless **your member's vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by **our recovery operator** or is in transit to a pre-booked appointment at a garage
5. a **breakdown** caused by failure to maintain **your member's vehicle** in a roadworthy condition including maintenance or proper levels of oil and water
6. more than six call-outs in the same **period of insurance**
7. costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because **your member's vehicle** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters
8. specialist equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your member's vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood

9. **your member's vehicle** being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
10. claims caused by overloading of **your member's vehicle** or carrying more passengers than it is designed to carry
11. damage to **your member's vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from assistance services provided
12. assistance where **your member's vehicle** is not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and **their** safety is compromised
13. assistance where **your member's vehicle** is deemed to be illegal, untaxed, without a valid MoT certificate, uninsured, or dangerous to transport
14. assistance following any intentional or wilful damage caused by **your member to their vehicle**
15. a **breakdown** caused by a systems outage of **your member's vehicle's** manufacturer
16. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **your member**
 - f) a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Policy **conditions**

Failure to keep to any of these conditions may lead the **insurer** to cancel **your and/or your member's** policy, or refuse to provide assistance.

1. Your Member's Responsibilities

- a) The driver of **your member's vehicle** must remain with or nearby **their vehicle** until help arrives.
- b) If **your member's vehicle** cannot be repaired at the roadside, **you** must accept the assistance being provided
 - i) where **your member's vehicle** is recovered to a **suitable garage** and it can be repaired **they** must have adequate funds to pay for the repair including replacement parts immediately. If **your member** do not have funds available, any further assistance will be denied
 - ii) repairs are provided under a separate contract, which is between **your member** and the repairer.
- c) **Your member** should wait for assistance to ensure **their vehicle** is functioning correctly. If **your member** does not wait for assistance and **their vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent call-outs.

2. Our rights

- a) **Our operator** will refuse to provide assistance if **your member** or **their** passengers are being obstructive in allowing them to provide the most appropriate assistance or are abusive to **our recovery operator**.

- b) If **your member's** use the service and the claim and/or fault is subsequently found not to be covered by this policy, **we** reserve the right to reclaim any costs that have been incurred from **you**.
- c) If **your member's vehicle** is beyond economical repair **we** have the right to offer the market value of **their vehicle** to **them** and pay for alternative transport home or if **your member** would prefer and it is closer to **their** intended destination.
- d) **Our** operator reserves the right to recover **your member's** immobilised **vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.
- e) The transportation of pets and livestock will be at the discretion of the **recovery operator**. Alternative transport can be arranged but **your member** will need to pay for this service immediately by credit or debit card.

3. Other insurance

The **insurer** will not pay for more than their fair share (rateable portion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist. **We** reserve the right to claim back any costs that are recoverable through a third party.

4. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

5. Fraudulent claims

If **you** make any claim under the policy which is fraudulent or false, the policy may become void and all benefit under it may be lost.

6. Cancellation

- a) **You** may cancel this policy at any time by giving at least 21 days written notice to **us**. At **your** request the **insurer** will refund **your** premium that applies to the unexpired period unless **you** have received assistance under this policy in which case no return of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days written notice to **you**. The **insurer** will refund **your** premium that applies to the unexpired period. **We** will set out the reason for cancellation in writing.
Valid reasons may include but are not limited to
 - i) where the party claiming under this policy fails to co-operate with or provide information to **us** in a way that materially affects **our** ability to process a claim, or **our** operator's ability to provide suitable assistance or to protect the **insurer's** interest,
 - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, intimidates **us**, **our** operator or the **recovery operator**,
 - iii) where **we** reasonably suspect fraud.
- c) If, in the opinion of the **recovery operator**, **your member's vehicle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **your** policy may be cancelled immediately and **you** will be notified in writing of the cancellation. The **insurer** will refund the premium that applies for the unexpired period.

7. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include any subsequent amendment or replacement legislation. This policy will be governed by English Law.

8. Contracts (Rights of Third Parties) Act 1999

Except for **our** operator, a person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Meaning of words & terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Breakdown

- An electrical or mechanical failure, lack of fuel, flat battery or puncture or
- damage caused by a collision or act of vandalism (if **your member's** motor insurance policy will not cover **them** for assistance)

which immobilises **your member's vehicle** or makes it unsafe to drive.

Home address

The last known address recorded on **our** system where **your member's vehicle** is ordinarily kept.

Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Period of insurance

The period shown in the schedule to which this master policy attaches

Master Policy

The master motor **breakdown** policy issued by **us** to the master policyholder/**you** from which **your** certificate is issued.

Master Policyholder/You/Your

Scottish Police Federation.

Member/They/Them/Their

Member's for the time being of the master policyholder as declared to **us**..

Recovery operator

The independent technician **our** operator selects to attend **your member's vehicle breakdown**.

Suitable garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

Territorial limits (Europe)

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Northern 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, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Vatican City.

Territorial limits (UK)

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man.

Trip

Commences from the date of **your member's** departure from the **territorial limits (UK)** and ceases upon **their** return to the **territorial limits (UK)** for a period not exceeding 90 days.

Meaning of **words & terms** (continued)

Vehicle

The **vehicle** declared to **us**, including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length.

We/us/our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

Signed by

A handwritten signature in black ink, consisting of a stylized 'A' followed by a horizontal line and a small dot.

**Managing Director
ARAG plc**

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls will be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:



0800 0234 567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

www.arag.co.uk