



24|7 HOME
RESCUE

Car Breakdown Terms & Conditions

June 2022

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Welcome to 24|7 Home Rescue Car Breakdown

Thank you for choosing 24|7 Home Rescue. We believe in affordable products, easy to understand language and great customer service. Our Car **Breakdown** service is available 24 hours a day, 365 days a year.

These terms and conditions represent the legal **agreement** between you, us and the insurer and are designed to be easy to read and understand. Please spend some time reading through this document so you'll know what's included in your **agreement** and what you're paying for.

All documents and communication with you will be in English.

Our Contact Details

Please quote your policy number and vehicle registration in all contact or correspondence to assist us in providing an efficient and professional response.

Our Claims Helpline for Breakdowns

Please save this number in your mobile phone **0345 0774 177**

Our Postal Address

24|7 Home Rescue, Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG

Our E-Mail Addresses

General Enquiries: customerservice@247homerescue.co.uk

To Make a Complaint: complaints@247homerescue.co.uk

Personal Information & Privacy Enquiries: privacy@247homerescue.co.uk

Our Other Phone Numbers

Customer Helpline (general enquiries): 0345 3192 247

To make a complaint: 0345 3192 247

Our Website: <https://247homerescue.co.uk/>

If you require these terms & conditions in an alternative format, for example large print or braille, please contact us.

24|7 HOME RESCUE CAR BREAKDOWN INSURANCE FEATURES

Our car **breakdown** features are summarised in the table below. Whether you require peace of mind in your local area or nationwide, subject to our **territorial limits** 24|7 Car **Breakdown** can provide the help you need.

Your car **breakdown schedule** will let you know which product feature(s) you have chosen. It will also confirm the amount of any **excess** you will need to pay as a contribution to each **claim**.

Our product features include cover for up to two vehicles registered and ordinarily kept at the same address, and up to six **claims** per policy in any one annual period of insurance.

You are covered for the costs of roadside **temporary repairs**, recovery and other costs as explained in this document, but not for the cost of any replacement parts.

24 7 HOME RESCUE	24 7 Car Breakdown Product Options			
Features and Benefits*	Home Start	Local Recovery	Nationwide Recovery	Nationwide Recovery Plus
Roadside repair or recovery at or within a 1 mile radius of your home address in the event your vehicle suffers a breakdown	✓	✓	✓	✓
Roadside repair or recovery between 1 to 20 miles from your home address (within territorial limits) in the event your vehicle suffers a breakdown	✗	✓	✓	✓
Roadside repair or recovery over 20 miles from your home address (within territorial limits) in the event your vehicle suffers a breakdown	✗	✗	✓	✓
If repairs cannot be carried out by a suitable garage on the same day, overnight accommodation, hire car, or alternative transport, with a maximum value of £75	✗	✗	✗	✓

* See full terms and conditions for full details of cover

Summary of Vehicle Eligibility

To be eligible for cover your vehicle(s):

- Must be ordinarily kept at your home address, within the territorial limits of mainland England, Scotland and Wales (a second vehicle added to your policy must be ordinarily kept at the same home address as the first vehicle).
- Must be strictly for **non-commercial** use, i.e. for social, domestic, pleasure & commuting usage only.
- Must be maintained in a roadworthy condition and meet all legal requirements (e.g. MOT, insurance, road tax), at all times.
- Must not be a caravan, trailer or other **vehicles** which are not able to be recovered by standard recovery equipment (e.g. minibuses, limousines etc).
- Must not be over 15 years old since first registration.

DEFINITIONS

Certain words or phrases used in these terms & conditions have a specific meaning. Each time we use them in **bold**, they'll have the same meaning.

Agreement

These terms and conditions and your **schedule**.

Breakdown

An electrical, mechanical or tyre failure, lack of fuel, vandalism, fire, theft, or attempted theft to the **vehicle** which causes the **vehicle** to be immobilized or unsafe to drive.

Claim

A request for assistance under the insurance features of this **agreement**.

Callout

The deployment of a **recovery operator** to your vehicle.

Commencement date

The start of your **agreement** as shown in your **schedule**.

Excess

A payment by you towards each completed **claim** if you've selected a product with an excess. Payment must be made before our **recovery operator** will attend. If you choose not to pay, we may not proceed with your **claim**.

Home Address

The last address recorded on our system where your **vehicle** is ordinarily kept.

Non-Commercial

Vehicle use solely for personal, i.e. social, domestic, pleasure or commuting, reasons and not in conjunction with any commercial enterprise, delivery service, service involving carriage of goods or being used for public or private hire.

Pay on use

If a requirement for assistance arises that's not covered by your **agreement**, we can arrange for a **recovery operator** to help. You will be responsible for all costs.

Permanent Repair

A repair to your **vehicle**, not covered by this **agreement**, which you undertake after we have resolved your **breakdown** through roadside repair or recovery.

Recovery Operator

The independent technician that we appoint to attend your **breakdown**.

Schedule

The document confirming your **agreement**, personal, **vehicle** and product details.

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.

Temporary Repair

Reasonable efforts to resolve, at the roadside, the issue that caused a **breakdown** so that your **vehicle** can be driven under its own propulsion to your **home address** or original destination for a **permanent repair** to take place.

Territorial Limits

Mainland England, Wales and Scotland.

Vehicle

The vehicle(s) listed on your policy **schedule** and registered with the DVLA at the time of the **breakdown**.

We, us, our

24|7 Home Rescue (on behalf of the insurer, in the administration of your **agreement**) its authorised representatives and **recovery operator**, unless otherwise stated.

You, your

The person named as the policyholder, or an authorised contact or the driver of the **vehicle**, together with all non-fare paying passengers travelling legally with the **vehicle** at the time of the **breakdown**.

HOW TO REQUEST A REPAIR OR ASSISTANCE

Safety as a priority

Please stay in a place of safety, with or nearby your **vehicle**, until the **recovery operator** arrives. Please be guided by their safety advice at all times.

If your **vehicle** has broken down on a motorway and you 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 at the scene please advise them that you have contacted us or give them our telephone number to call us on your behalf.

In the event of a road traffic accident, you should contact the relevant emergency services and your car insurance company.

Notifying us of a claim

You should report your **vehicle breakdown** to us as soon as possible unless exceptional circumstances prevent this. If your **vehicle** breaks down, please call our 24-hour control centre on **0345 0774 177 (select option 2)**. Our lines are open **24|7**. Please have the following information ready to give to our rescue controller who will use this to validate your policy and provide support.

- Your name, contact telephone number and **vehicle** registration
- The location of your **vehicle**, or as accurate as you are able in the circumstances

Please do not make arrangements yourself without prior authorisation from us. If you do, we will not reimburse any costs you may incur.

All **claims** must be made to us directly otherwise the recovery and **temporary repair** will not be covered by your **agreement**.

Roadside Repairs

If we can conduct a roadside **temporary repair**, you must accept the assistance and immediately pay for any parts supplied and fitted by debit or credit card.

Garage Repairs

Once the **vehicle** is recovered to a **suitable garage** you are responsible for the costs (i.e. parts, labour and any other costs) of repairing the **vehicle** and any subsequent work or arrangements made with that **suitable garage**.

Cancelling a Callout

If a **callout** is cancelled by you and a **recovery operator** has already been dispatched, you will lose a **claim** from your annual policy entitlement and you may have to pay a £50 cancellation fee. We recommend that you 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**.

HOW TO DISCUSS OR CANCEL YOUR AGREEMENT

To discuss your agreement

If you need to contact us regarding your **agreement**, please contact us in writing, by e-mail or by calling the customer helpline.

To cancel your agreement

Only you or your authorised representative can cancel your **agreement**. Please contact us in writing, by e-mail or by calling the customer helpline if you wish to cancel.

If you cancel within 14 days

This is your cooling-off period, which begins when you receive the details of your **agreement**, during which you may cancel your **agreement** without penalty and we'll refund any premiums you've paid if you have not made a **claim**.

Any **claims** made in the first 48 hours are not covered by your **agreement** but can be handled as **pay on use**. Please contact us for details.

By making a **claim** after the first 48 hours but within your cooling off period, you are opting-out of your statutory cancellation rights, i.e. your cooling off period no longer applies.

If you cancel after 14 days

Where your **agreement** is cancelled outside the 14-day cooling off period and you've not made a **claim**, there'll be no cancellation fee payable to us and your **agreement** will be cancelled the day before your next instalment payment would have been due.

Where your **agreement** is cancelled outside the 14-day cooling off period and you've made an accepted **claim** you must pay any remaining premiums due for the term of your **agreement**.

WHEN WE MAY CANCEL YOUR AGREEMENT

We may cancel your **agreement** if:

- you give us false, misleading or inaccurate information;
- we find your **vehicle** is not eligible for cover;
- if your car fails to meet any legal requirements and driving laws that apply;
- you put our people's health and safety at risk, for example, physical or verbal abuse;
- you fail to comply with requests by us or the **recovery operator** concerning the assistance being provided.
- your **vehicle** is not roadworthy or maintained in a reasonable condition; or
- you don't make your payments.

HOW TO MAKE A COMPLAINT

It's our intention to give you the best possible service but if you have any questions or concerns about your **agreement** or the handling of a **claim**, you can contact us by post, e-mail or by phone.

For our full complaints procedure please visit:

<https://www.247homerescue.co.uk/complaints-procedure>

The complaints procedure is in addition to your statutory rights as a consumer.

Financial Ombudsman Service

If you're not satisfied with the outcome of your complaint, then you can contact the Financial Ombudsman Service.

By Post: Exchange Tower, London E14 9SR

By Phone: 0300 123 9123 or 0800 023 4567

By Email: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure does not affect your rights to take legal action.

OUR INSURANCE FEATURES HOME START

✓ What we can cover

We will send help to your **home address** or within a 1 mile radius of your **home address** in the event your **vehicle** suffers a **breakdown**.

- If the **recovery operator** is unable to make a **temporary repair** to your **vehicle** at your **home address** or roadside, we will arrange for you and your **vehicle** to be recovered to the nearest **suitable garage** or your **home address**. Any recovery must take place at the same time as the initial **callout** otherwise you will have to pay for any subsequent **callout** charges.

✗ What we aren't able to cover (see also General Exclusions section)

- The recovery of you and your **vehicle** if temporary repairs can be carried out at or near the scene of the **breakdown** within the same working day.

LOCAL RECOVERY

✓ What we can cover

In the event of a **breakdown** within **territorial limits** which occurs more than a one mile but less than 20-mile radius from your **home address**, we will send help to the scene of the **breakdown** to repair or assist with the **vehicle**.

- If the **recovery operator** is unable to repair the **vehicle** at the roadside we will arrange for you and your **vehicle** to be recovered to the nearest **suitable garage** within a 20 mile radius of the scene of the **breakdown**, or to your **home address**. Any recovery must take place at the same time as the initial **callout** otherwise you will have to pay for subsequent **callout** charges.

✗ What we aren't able to cover (see also General Exclusions section)

- The recovery of you and your **vehicle** if repairs can be carried out at or near the scene of the **breakdown** within the same working day.

NATIONWIDE RECOVERY

✓ What we can cover

In the event of a **breakdown** within the **territorial limits** which occurs more than a 20-mile radius from your **home address**, we will send help to the scene of the **breakdown** to repair or assist with the **vehicle**.

- If the **recovery operator** is unable to make a **temporary repair** to your **vehicle** at the roadside, we will arrange for you and your **vehicle** to be recovered to the nearest **suitable garage** within a 20-mile radius of the scene of the **breakdown**, or to be transported to your **home address**, or if you would prefer, your original destination within the **territorial limits**.
- 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. Any recovery must take place at the same time as the initial **callout** otherwise you will have to pay for subsequent **callout** charges.

✗ What we aren't able to cover (see also General Exclusions section)

- The recovery of you and your **vehicle** if repairs can be carried out at or near the scene of the **breakdown** within the same working day.

Hire car, overnight accommodation and alternative transport benefits are available if you have purchased a 'Nationwide Recovery Plus' product. These benefits are subject to a maximum total contribution of £75 per claim, with a limit of 1 claim per policy year.

NATIONWIDE RECOVERY PLUS

✓ What we can cover

If, following a valid **breakdown claim** under this policy, your **vehicle** is recovered to a **suitable garage** and repairs cannot be carried out on the same day, we will contribute to the cost of a hire car, alternative transport, or overnight accommodation, subject to the above policy limits.

You will be asked to provide evidence of costs incurred, before we pay a contribution to you.

✗ What we aren't able to cover (see also General Exclusions section)

- Any costs in **excess** of the stated policy limits
- The cost of fuel, oil or insurance for a hire car.
- Any additional hire car costs such as but not restricted to **excess** waiver, collision damage waiver, young drivers' charges.
- Any insurance **excess** payable in the event of an insurance **claim** relating to your usage of the hire car.
- Any fines, congestion charges, road tolls or other costs relating to the usage of the hire car.
- The cost of food (other than breakfast, when overnight accommodation is provided), drinks, telephone calls or other incidentals.

WHAT WE AREN'T ABLE TO COVER

So we can deliver on our promises and keep our products affordable, we've carefully chosen what we can cover and what we're not able to cover.

As well as any specific exclusions relating to each product feature, this section explains exclusions that apply to your whole **agreement**.

Additional Costs

Costs incurred in addition to a standard **callout** where **temporary repair** cannot be undertaken at the roadside because, for example, the **vehicle** is not carrying an appropriate EV charger adapter, 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.

Caravans and Trailers

Caravans and trailers are not covered by your **agreement**. If your **vehicle** requires recovery, then you must arrange separate recovery for your caravan or trailer at your own expense.

Contaminated Fuel

The cost of draining or removing contaminated fuel.

Consequential losses

Consequential losses or damage directly or indirectly caused by the **breakdown** that led to your **claim**, for example loss of earnings or additional onwards travel costs.

Damage covered by other insurance

Any cost covered by or recoverable under any other insurance policy that you may have, for example car insurance.

Existing faults

Cover for any faults that you previously called us out for that haven't been subject to a **permanent repair**.

Fines, penalties, ferry/toll fees and other costs

Cover for fines, penalties, ferry/toll fees, and costs or expenses not authorised by our rescue controllers, incurred prior to notifying us of your **breakdown**, or incurred as part of the recovery to a **suitable garage** or your **home address**.

Food, Drink & Incidental Expenses

The cost of food (other than breakfast, subject to policy limits, when overnight accommodation is provided), drinks, telephone calls or other incidentals.

Glass and Windscreens

Your **agreement** does not provide for assistance where only glass or windscreens have been damaged.

Inaccessible Vehicle

Any **claim** if the **vehicle** cannot be reached or is immobilized, for example, due to snow, mud, sand or flood or where the **vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.

Intentional damage, neglect, lack of maintenance

Breakdowns caused by failure to maintain the **vehicle** in a legal and roadworthy condition including maintenance or proper levels of oil and water.

A request for service following any intentional or willful damage caused by you to your **vehicle**.

Loss or Damage caused during recovery or repair

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**, unless caused negligently or recklessly. It is your responsibility to ensure personal possessions are removed from the **vehicle** prior to your **vehicle** being recovered.

Misfuelling

Any **claim** as a result of misfuelling where the **vehicle** has been driven. Where the **vehicle** has not been driven following the misfuelling you are covered for recovery to a **suitable garage** according to terms & conditions, but not for the cost of any repair or replacement fuel.

Motor Sports

Any **claim** resulting directly or indirectly from your use of your **vehicle** for motor racing, off road driving, rallies, track days, duration, speed tests or similar activity.

Non-Standard Vehicles

Minibuses with more than 16 seats, horseboxes, limousines or other **vehicles** which are not able to be recovered by standard recovery equipment.

Other Recovery Charges

The charges of any other company, including Police recovery, other than the **recovery operator**, a vehicle rental agency or accommodation charges which not have been authorised by us.

Pets, Animals, Livestock

The transportation of pets, animals and livestock will be at the discretion of the **recovery operator**. If alternative transport is required, we will endeavor to help with arrangements, but its costs are not included in your **agreement** and you will need to pay for this service by credit or debit card.

The transportation of assistance dogs will be accommodated by our **recovery operator**.

Post-Repair Costs

Recovery of the **vehicle** or your transport costs to return the **vehicle** to your **home address** once it has been inspected or repaired.

Replacement Parts

The cost of any parts, components or materials used to repair the **vehicle**.

Road Traffic Accidents

Breakdowns resulting from a road traffic accident, whether including another vehicle or not, should be reported to your car insurer. These **breakdowns** are not covered by this **agreement**.

Routine and general maintenance

Your **agreement** does not cover routine or general **vehicle** maintenance.

Storage charges

Any storage charges incurred during and after a recovery.

Specialist Equipment

The use of **specialist equipment** occasionally required because, for example, the vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.

Uninsured, Untaxed, Unserviced or Unroadworthy

Assistance if the **vehicle** is deemed to be illegal, untaxed, without a current valid MOT certificate, uninsured, unroadworthy, not serviced according to manufacturer recommendations or dangerous to transport.

Unforeseeable Circumstances

Your **agreement** does not cover loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot, civil disturbance, epidemic or pandemic.

Vehicles over 15 years of age

Your **agreement** does not provide cover for any **vehicle** over 15 years old at the **commencement date** or renewal date of your **agreement**.

GENERAL CONDITIONS

Call recording

Calls to the **recovery operator** may be recorded to help improve our service to you.

Claim Not Covered

In the event you make a **claim** and the **claim** is subsequently found not to be covered by your policy, we reserve the right to reclaim any monies from you in order to pay for the uninsured service.

Damage caused by us

We'll take all reasonable steps to avoid damaging your **vehicle** during the course of a roadside repair or recovery. Occasionally there may be some unavoidable damage. We'll only compensate you for damage caused by willful negligence.

Delayed or rearranged assistance

We're not responsible for any losses incurred as a result of delayed, rearranged or cancelled repairs or recovery.

Electric Vehicles (EV)

In the event of a **breakdown** caused by a lack of EV battery charge, we will – subject to the terms and conditions applying to your **agreement** - recover the **vehicle** to the closest EV charge point or if the **recovery operator** has a booster pack, they will provide enough temporary charge to get to the closest EV charge point.

Guarantee for Permanent Repairs

The **suitable garage** which has completed a **permanent repair** to your **vehicle** will provide its own guarantee for the repairs completed.

Introductory offers

If you cancel your **agreement** and you or someone else in your household then purchases a product with equivalent features, you may not be eligible for any promotional or new customer offers.

Length of agreement

Your **agreement** has a 12-month duration.

Mainland United Kingdom

Our products are only available in respect of **vehicles** registered and ordinarily kept within **territorial limits**.

Payments and missing payments

Our default payment method is monthly direct debit which you'll pay on an agreed date each month. Subject to successful collection of a payment, we'll provide the cover and services in your **agreement** up to when your next monthly payment becomes due.

Your payment method will be confirmed in your **schedule**. If you fail to pay on the due date, your **agreement** may be suspended, and you may not be able to make a **claim**.

You may remain liable for outstanding and due payments for the period to the cancellation date.

If you want to make a **claim** while your account is suspended, you may be required to pay any outstanding payments before a **recovery operator** will be dispatched to your **vehicle**.

Price & price changes

The price of your **agreement** includes tax at the relevant rate and won't go up or down over the length of your **agreement** unless you change your **agreement** or product features.

At renewal we may change your price to reflect, for example, your **claims** experience, changes to product features, legal/statutory/regulatory changes or to cover the costs of administering and operating your **agreement**.

We'll always contact you about any change to your price. Your renewal quote will provide all the relevant information.

Recovery Operators

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**.

Social, Domestic, Pleasure & Commuting

Your **agreement** only includes cover for your **vehicle** if it's used for **non-commercial** purposes. For example, a **breakdown** following use for motor racing, off road driving, rallies, track days, duration or speed tests would not be covered.

Renewals

We'll contact you in 25 days before your **agreement** renewal date. Your **agreement** will automatically renew unless you choose to cancel.

If you wish to opt out of this automatic renewal, please contact us.

Your agreement

Nobody other than you can benefit from your **agreement**.

YOUR RESPONSIBILITIES

Alloy Wheels

At the time of contacting us for assistance, it is your responsibility to advise us if your **vehicle** is fitted with alloy wheels. If we are not advised and we are unable to provide the service promptly or efficiently you will be charged for any additional costs incurred.

Authorised contact

You may appoint someone to deal with your **agreement** on your behalf. Please contact us by phone, e-mail or in writing to arrange this.

Change of Vehicle

Your **agreement** only covers the **vehicle(s)** registered on our database, therefore any change must be notified immediately by contacting us.

Please provide 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 provide **breakdown** assistance.

Any **claims** made in the first 48 hours after a change of **vehicle** are not covered by your **agreement** but can be handled as **pay on use**. Please contact us for details.

Excess

You are responsible for paying any **excess** you have selected for your **agreement**.

Incorrect location details provided by you

You are responsible for providing us with accurate **breakdown** location details. We reserve the right to charge you for any costs incurred as a result of incorrect **breakdown** location details being provided.

Information provided by you

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your **agreement**. If the information provided by you is not complete and accurate we may cancel your **agreement** and/or decline any **claim**. Please tell us immediately about the following changes:

- If you change **home address**;
- If you change your **vehicle**.
- If your use of the **vehicle** changes which means your **agreement** would no longer meet your requirements

If you are in any doubt, please contact us.

When you inform us of a change, we'll tell you how it affects your **agreement**.

Private Land

If your **vehicle** has suffered a **breakdown** on private land it is your responsibility to ensure that we have permission to attend your **vehicle** on that land.

Recovering losses caused by third parties

If you request assistance under your **agreement** you must give the insurer all the help necessary to recover any losses owed to the insurer from third parties.

You may be asked to help to recover losses before or after we carry out any recovery, repair, or provide other assistance.

Tyre Failure

You must take reasonable steps to ensure that your **vehicle** has its locking wheel nut key, an accessible and serviceable spare or space saver wheel and/or its manufacturer approved emergency tyre inflation kit where relevant.

If these items are unavailable and **specialist equipment** is required to effect a repair then any additional costs, including parts, are your responsibility and must be paid by debit or credit card.

Vehicle Manufacturer Warranty

If your **vehicle** is under manufacturer warranty then you are responsible for ensuring that any roadside **temporary repair** conducted by us does not invalidate your manufacturer warranty.

LEGAL INFORMATION

UK Law

Your **agreement** is bound by the laws of whichever country the **property** included in your **agreement** is in – England and Wales, or Scotland.

24|7 Home Rescue and your Insurer

Your **agreement** is arranged and administered by us and underwritten by Evolution Insurance Company Limited which is registered in Gibraltar No. 88737 with a registered office at 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.

Evolution Insurance Company Limited is authorised and regulated by the Gibraltar Financial Services Commission. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of its regulation by the Prudential Regulation Authority are available on request.

Insurance **claims** are undertaken by Auto Rescue Logistics Ltd, our **recovery operator**.

As we act as an agent for the insurer, monies paid to us in relation to your **agreement** are treated as having been paid to (or held by) the insurer.

Your contract with the Insurer

Your insurance cover is provided by the insurer. On behalf of the insurer, we arrange and administer your cover. We'll agree service standards with the insurer for the delivery of your insurance cover.

We'll write to you, if in future we enter into an arrangement with a new insurer(s) to provide the insurance cover under this **agreement** or we transfer all or in part, the arranging and administering of your **agreement**.

You authorise us to transfer any personal data to a new insurer or arranger/administrator, including data defined as 'sensitive personal data' under the applicable data protection laws and consent to the new insurer or arranger/administrator being able to offer continuation of insurance cover to you.

If at any time you wish to withdraw your consent to this, please let us know by calling the **recovery operator**.

24|7 Home Rescue

24|7 Home Rescue arranges and administers your **agreement**.

Changes to your terms & conditions

We may amend these terms and conditions for legal or regulatory reasons. Where this change benefits you, we'll make the change immediately and notify you within 28 days. In all other cases we'll write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel your **agreement** you may do so.

Insurance Act 2015

No term of this **agreement** is intended to limit or affect the statutory rights and obligations of the parties to this contract under the Insurance Act 2015.

Fraud

If any **claim** made by you or anyone acting on your behalf under your insurance is fraudulent, deliberately exaggerated or intended to mislead, we may:

- Not pay your **claim**; and
- Recover (from you) any payments we have already made in respect of that **claim**; and
- Cancel your **agreement** from the time of the fraudulent act; and
- Inform the police of the fraudulent act.

If your **agreement** is cancelled from the time of the fraudulent act, we will not pay any **claim** for any event or **emergency** occurring thereafter and may not return any of the insurance premium(s) already paid

Financial Services Compensation Scheme(FSCS)

24|7 Home Rescue and your insurer are covered by the FSCS, a safety net for customers if either party is unable to meet its obligations.

If entitled to compensation you would be covered for 90% of a **claim**, without any upper limit. Further information about the scheme arrangement is available on www.fscs.org.uk

You may also contact the FSCS on their Freephone number 0800 678 1100 or 020 7741 410

Or you can write to:

Financial Services Compensation Scheme,
PO Box 300,
Mitcheldean, GL17 1DY

Your personal information

Both we and your insurer gather and process personal data in accordance with the Data Protection Act 2018, the UK General Data Protection Regulation (GDPR) and any relevant data protection legislation.

Personal data may be used by us, your insurer or third parties for underwriting and **claims** purposes and in order to administer your **agreement**.

We and your insurer will ensure that personal data is kept secure, is used only for the purpose for which it was supplied and is retained only for as long as necessary.

We are registered with the Information Commissioner's Office (ICO) as a data controller and are listed on the Register of Data Controllers under registration number ZA146295.

We know how important it is for you to understand how we use your data. Our Privacy Policy sets out how and why we collect, store, process and share your personal data and can be viewed online at:

<https://247homerescue.co.uk/privacy-policy/>

The insurer is registered with the Gibraltar Regulatory Authority (GRA) as a data controller and is listed on the Register of Data Controllers under registration number DPO03699.

The insurer's full Privacy Notice is available at:

www.evo-insurance.com/privacy

Alternatively, or if you have any questions, you can contact us.

Your Statutory Rights

For further information about your statutory rights, contact your local authority Trading Standards Service or Citizens Advice Bureau.

Direct Debit Guarantee

This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit, VP Collections t/a 247 Home Rescue will notify you 10 working days in advance of your account being debited or otherwise agreed. If you request VP Collections t/a 247 Home Rescue to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit by 247 Home Rescue or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – if you receive a refund, you are not entitled to, you must pay it back when 247 Home Rescue ask you.

You can cancel a Direct debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify 247 Home Rescue.

