TRAVELLING IN EUROPE WITH GREEN FLAG

YOUR GUIDE TO OUR EUROPEAN SERVICES
Welcome to the Green Flag European Motoring Services guide.

In this guide you will find essential information on the European Motoring Services you have chosen and other services which are available to you.

You will also find many helpful hints and advice which we hope will ensure that you are fully prepared for your visit.

Please keep this guide in your vehicle when you travel in Europe*, as it contains useful information which you’ll find essential in the event of a break down.

EUROPEAN SERVICES ENQUIRIES

0800 400 638

Lines open Mon-Fri 8am-8pm, Sat 9am-6pm, Sun 10am-5pm. Calls may be recorded.

*Geographical Limits: France, Germany, Belgium, Luxembourg, the Netherlands, Andorra, Austria, Bakeries, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Malta, Monaco, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar, and the Republic of Ireland.
EUROPEAN MOTORING CHECKLIST

You’re ready to go. You’ve got your tickets and your insurance documents. But just spend a few minutes going through these lists alongside to make sure there’s nothing you’ve overlooked before you go.

THE ESSENTIALS

☑ Valid 10 year Passport
☑ Full Driving Licence for every driver
☐ Some countries may insist on an International Driving Permit.
☑ Green Card and/or Original Motor Insurance Certificate
☑ Vehicle Registration Document
☐ Some countries may require you to carry the original with you while driving.
☑ Visas
☐ Check with Embassy if you need them.
☑ GB sticker
☐ Must be displayed on your cars, caravans, trailers and boats.
☑ A good road map
☑ EHIC (European Health Insurance Card).
☐ Application forms are available from the Post Office, these should be completed and sent off, the card will then be sent to you. Ensure you do this in plenty of time before you are due to travel.

IMPORTANT VEHICLE CHECKS

☑ Cooling system
☑ Water hoses and clips
☑ Exhaust system
☑ Battery
☑ Tyre condition
☐ (including spare)
☑ Fan belt
☑ Brake system and linings
☑ Warning triangle
☐ (compulsory in some countries)
☑ First Aid Kit
☐ (compulsory in some countries)
☑ Spare light bulbs and fuses
☐ (compulsory in some countries)

These lists are not exhaustive and we recommend that you seek specific advice as to which documents and items you need whilst driving in the countries you plan to travel to.
WHAT TO DO IN A MOTORING EMERGENCY

BREAKDOWN OR ACCIDENT IN EUROPE

One call will put you in touch with our control centre and English speaking team members will arrange immediate assistance.
Just call our International Breakdown Number 00800 4000 6000.
Alternatively, you could call our standard helpline number from abroad using the International Dialling Codes.
To do this you add the country code for the UK to the normal number and then drop the zero off the STD code. The Green Flag helpline number will then become 0044 370 120 3120.
If you are calling from the UK, please call 0370 120 3120.
There may be times when we receive unusually high volumes of calls from customers needing our help – for example, if it snows or it is extremely cold.
During these periods there could be a delay in reaching you, so in order to ensure that customers who are in a vulnerable situation reach a safe place quickly we will look at where you are, who you are with, what your situation is and prioritise accordingly.

ESSENTIAL INFORMATION WHEN CALLING

Please ensure you have the following information to hand when you call:

- Your Green Flag European Motoring Assistance Membership Number.
- Details of your location. For example road number, name of road or postcode. Local landmarks are also a great help — like a nearby airport, railway station, hotel, bar or shop.
- Green Card (where applicable).
- Vehicle Registration Document.

International Breakdown Number
00800 4000 6000
EUROPEAN MOTORWAYS AND AUTOROUTES

If you break down on a motorway or major public highway in certain parts of Europe (France, for instance), the emergency telephone number will be answered by the police. They will then send a local recovery vehicle out to you.

Very few of these recovery agents have a link with UK motoring organisations.

If this is the case, you may need to pay for the cost of assistance on the spot.

But don’t worry, simply keep all receipts and you will be fully reimbursed for recovery and roadside repairs (except spare parts). As with all breakdown assistance, if the repair is made in a garage, the cost is not covered, and you should pay the whole cost of the repair.

Once you’ve been recovered from a motorway to a place of safety, please do not hesitate to contact Green Flag for additional services, such as car hire, whilst your own vehicle is being repaired, or simply to ask for help in dealing with a difficult situation in a foreign language.
SUMMARY OF COVER

Our European Motoring Assistance package brings you peace of mind in the event of a breakdown, accident, fire or theft whilst in mainland Europe.

- Full cover across continental Europe and Scandinavia
  From Sweden to Sicily, the Canaries to the Czech Republic — and everywhere in between. Green Flag has you covered in 39 countries and principalities across the length and breadth of Europe. See below for the full list.

- Vehicle breakdown cover 7 days before departure
  Up to £1,000 to help you arrange a replacement vehicle in the event of immobilisation due to break down, accident, fire or theft so long as your policy was in force 7 days prior to departure.

- Emergency roadside repairs in Europe
  To cover emergency repairs and/or towing to a local garage.

- Emergency labour costs
  For the first 30 minutes, excluding spare parts.

- Location and despatch of spare parts
  If not available locally.

- Loss of vehicle use
  Passengers taken to destination or up to £850 for an alternative vehicle or accommodation costs up to £500.

- Vehicle and passenger repatriation
  If your vehicle is not repaired by your scheduled return, we will transport the vehicle and up to 8 passengers to the UK.

- Chauffeur
  To drive the vehicle back to the UK if only driver is ill or injured.

- Legal expenses
  Up to £10,000 per person.

Geographical Limits: France, Germany, Belgium, Luxembourg, the Netherlands, Andorra, Austria, Balearics, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Malta, Monaco, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar, and the Republic of Ireland.
One of the worst things about having vehicle problems abroad is the language barrier. If anything should happen, the handy guide below should make things a little easier for you.

### USEFUL MOTORING PHRASES

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ADDITIONAL SERVICES

Our additional services make planning your trip to Europe easier and hassle-free.

Free route planning at www.greenflag.com

Our free online route planning service takes the hassle out of getting from A to B. Just visit www.greenflag.com, click on the ‘route planning’ button, and enter a few simple details.

You can customise your directions in a range of ways. Go by the fastest or shortest route. Measure in miles or kilometres. Choose from text instructions, turn by turn maps, or LineDrive map. With comprehensive route planning available in 38 countries – including the UK – you’ll never get lost again.

Alternatively, if you don’t have access to the web, call us on 0370 607 1128 at least 5 days before you travel and we’ll send you directions by post.

For more information on all our European Motoring Services, call now – 0800 400 638
TERMS AND CONDITIONS
YOUR POLICY
These are the terms and conditions of your policy. Green Flag is underwritten by U K Insurance Limited. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

If you have any questions about your Green Flag policy, please telephone or write to us at the number or address in this document.

It is important that you read this policy carefully and keep it in a safe place. This policy is evidence of the contract between you and us, U K Insurance Limited the underwriter, based on the information given to us by you orally or otherwise.

In return for receiving and accepting your Premium, we will provide Green Flag Breakdown services on the terms of your schedule, in respect of an incident for which cover is available, for the duration of your policy.

Under European Law, you and we may choose which law will apply to this contract. Unless both parties agree otherwise English Law will apply, but this choice of law does not restrict your rights under mandatory provisions of the law of the country where you permanently live. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

U K Insurance Limited. Registered in England and Wales No. 1179980. Registered address: The Wharf, Neville Street, Leeds LS1 4AZ.

The service and benefits set out in this booklet should be read in conjunction with your schedule.

PROVIDING ACCURATE INFORMATION
You must take care to provide us with accurate information which is correct to the best of your knowledge. Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

YOUR RIGHT TO CANCEL
If the policy does not meet your requirements, please return it at once. If it is returned to us within 14 days of receipt we will refund the Premium in full, provided you have not begun your trip or made a claim during that time.

HOW TO CLAIM
To notify us of a claim whilst travelling within the UK, please telephone 0800 400 600. If you have difficulty hearing, please text ‘RESCUE’ followed by your message to 61009. Texts may be chargeable. Please check with your network provider.

To make a claim whilst travelling in Europe, please call 00 800 4000 6000.

STATEMENT OF NEEDS
We have not given you a personal recommendation as to whether this policy is suitable for your specific needs and just to let you know our consultants may receive a bonus if you purchase any cover with us.

DETAILS OF OUR REGULATOR
U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810.

The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768.

FINANCIAL SERVICES COMPENSATION SCHEME
General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at www.fscs.org.uk.

U K Insurance Limited is a member of this scheme.

OUR PROMISE TO YOU
We will always be fair and reasonable whenever you have need of the cover of this policy and we will act quickly to provide that cover.

HOW TO MAKE A COMPLAINT
We understand that things don’t always go to plan and there may be times when you feel we’ve let you down. If this happens, we want you to tell us. We’ll do our best to put things right as soon as possible or explain something we could have made clearer.

We’d like you to speak to us about your problem by calling this number 0370 024 0048. If you’d prefer to write to us you can send the letter to:

Customer Relations Manager
Churchill Court
Westmoreland Road
Bromley
BR1 1DP.
Our staff are empowered to support you and will aim to resolve most issues within three working days, following receipt of your complaint. If your complaint can’t be resolved within three working days, we’ll contact you to let you know who will be dealing with it and what the next steps are.

We will keep in regular contact with you. You’ll also receive the following written communication from us depending on how long it takes us to resolve your complaint:

<table>
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<tr>
<th>Communication Type</th>
<th>When will you get this?</th>
<th>What will it tell you?</th>
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<tr>
<td>Summary Resolution Communication</td>
<td>If we’ve been able to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.</td>
<td>It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service.</td>
</tr>
<tr>
<td>Acknowledgement</td>
<td>If we’ve been unable to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.</td>
<td>It will let you know our complaint handling process and information about the Financial Ombudsman Service.</td>
</tr>
<tr>
<td>Unable to reach resolution within 8 weeks</td>
<td>If we’ve been unable to resolve your complaint within 8 weeks.</td>
<td>It will let you know why we are not in a position to give you our final response and when we expect to be able to provide this. We’ll also let you know about your right to contact the Financial Ombudsman Service.</td>
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</table>
| Final Response                            | If we’ve been unable to resolve your complaint within 3 working days, we’ll send you our Final Response when we’ve completed our investigations. We’ll do our best to send this at the earliest opportunity. | This is a detailed response, which will outline:  
  • Our investigation  
  • The decision  
  • Next steps, if applicable  
  It will also provide information about the Financial Ombudsman Service. |

INDEPENDENT REVIEW

If we don’t complete our investigations within 8 weeks of receiving your complaint or you’re unhappy with our response, you may ask the Financial Ombudsman Service to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the Financial Ombudsman Service will not affect your legal rights.

You can contact them by:

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

**Phone:**
UK: 0300 123 9123 or 0800 023 4567
Abroad: +44 20 7964 0500

Writing to:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Their website also has a great deal of useful information:
www.financial-ombudsman.org.uk
EUROPEAN ONLINE DISPUTE RESOLUTION PLATFORM

If you, an individual, purchased your policy online mainly for your own private use there is now an Online Dispute Resolution (ODR) platform created by the EU Commission, which can help with resolving disputes. You can enter any complaint, other than for trade, about your policy onto the ODR. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. Their contact details are below, if you prefer to contact them directly. For more information about ODR please visit http://ec.europa.eu/odr.

Once we have fully reviewed your complaint we will write to you with the outcome of our investigation and our decision.

THE MEANING OF WORDS

Wherever the following words and phrases appear in this policy and schedule they will always have these meanings, unless otherwise stated in the relevant section:

Force Majeure Event: means an event beyond our reasonable control which includes without limitation, fire, flood, inclement weather, earthquake, accident, civil disturbances, war, ratonning, embargoes, Strikes, labour problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor (which cannot reasonably be avoided by us), acts of God and acts of government;

Geographical Limits: France, Germany, Belgium, Luxembourg, the Netherlands, Andorra, Austria, Baleareics, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Cyprus Republic, Denmark, Estonia, Finland, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Malta, Monaco, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Žskúdar, and the Republic of Ireland;

Home: your permanent place of residence in the United Kingdom;

Insured Incident: means immobilisation of the Insured Vehicle as a result of breakdown, road accident, malicious damage, accidental damage, fire, flat tyre, lack of fuel, flat battery, loss or breakage of vehicle keys, within the Geographical Limits;

Insured Person: means you and any other person who at the time of the Insured Incident, is driving or riding as a passenger in the Insured Vehicle with your permission and is not a hitch-hiker; to a maximum of 8 persons; and

Insured Vehicle: any vehicle we have agreed to cover and which is shown on your schedule, which complies with the specifications and carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided); described below:

1. A privately-registered motor car, motor cycle, three-wheeler or car-based van up to 3.5 tonnes when loaded – none of these must be more than 7m in length, 3m in height and 2.3m in width.

2. A vehicle registered in the United Kingdom which is under 11 years old since first registration (or under 16 years old if you have paid the appropriate extra Premium).

3. Your towed caravan or trailer will be covered under Sections 2 and 4 if the appropriate extra Premium has been paid, provided:
   • It fits a standard 50mm tow ball; and
   • It does not exceed (including any load carried) the following gross vehicle weight: 3.5 tonnes and external dimensions: 7 metres in length (excluding any coupling device and tow bar), 3 metres in height and 2.3 metres in width; and
   • The weight of the caravan or trailer when loaded is not more than the kerb weight of the Insured Vehicle; and
   • It is of standard make; and
   • All caravans and trailers carry a serviceable spare wheel and tyre.

Lawyer: the Lawyer or firm of Lawyers or other suitably qualified person, firm or company we choose to act for you;

Motorail: a pre-booked train service transporting vehicles within the Geographical Limits, but excluding Channel Tunnel rail services;

Period of Cover:

1. If specified in the schedule as Single Trip Insurance, except where more specifically stated, the period shown in the schedule, including the direct journeys between Home and the port of departure/arrival in the United Kingdom or Channel Islands, and for which the appropriate Premium has been paid. If due to unforeseen circumstances the Trip cannot be completed before the insurance expires this period will be extended for up to a maximum of 7 days at no extra cost.

Policy: this booklet and your schedule, which together form the contract between you and us;

Policyholder: the person named on your schedule;

Premium: is the premium due in payment for your Policy cover as shown in your schedule;
Strike: any form of industrial action taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services;

Trip: a pre-booked journey abroad within the Geographical Limits during the Period of Cover commencing and ending in the United Kingdom;

United Kingdom: England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands;

We, Us or Our: U K Insurance Limited, the underwriter of this Policy under the trading name Green Flag including our agents (including service providers);

you or your: the Policyholder.

Please note
1. The emergency telephone numbers from within the Geographical Limits are in your Customer Guide.

2. The General Conditions and Exclusions apply to all sections.

If shown on your schedule, you are entitled to cover under the following sections:

SECTION 1. COVER PRIOR TO DEPARTURE

If the Insured Vehicle is lost, immobilised or rendered unroadworthy as a result of fire, theft, accidental damage or breakdown occurring during the 7 days immediately preceding the arranged date of departure of the Trip, We will pay up to a maximum of £1,000 towards:

1. The hire of a replacement vehicle, where available, for the purpose of carrying out the planned Trip, in the event that the Insured Vehicle, if stolen, is not recovered before the arranged date of departure of the planned Trip or the Insured Vehicle cannot be repaired within 24 hours following the booked time of departure for the Trip.

2. The additional cost of re-booking any sea crossing or rail journey via the Channel Tunnel missed as a result of the incident giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing or rail journey via the Channel Tunnel), in the event that the Insured Vehicle is repaired within 24 hours of the original time of the planned departure for the Trip.

Please note
1. Any claim involving the hire of a replacement vehicle must have our prior approval.

2. You must contact us as soon as you know the Insured Vehicle may be unavailable for the planned Trip.

3. Your claim must be supported by a letter from a garage confirming:
   a) The regular maintenance and servicing of your vehicle.
   b) Precise details of the breakdown or damage.
   c) The breakdown, when occurring, was sudden and unforeseen.
   d) That repairs cannot be effected before the date planned for you to begin your Trip.

We will not cover any of the following:
1. Any claim resulting from breakdown if you have purchased this cover less than 7 days before the planned date of departure of your Trip.

2. Any claim when actual or imminent breakdown of the Insured Vehicle is discovered or diagnosed in the course of a service carried out less than 7 days prior to the planned date of departure of your Trip.

3. The cost of any Personal Accident insurance or other benefit not specifically covered under this section.

4. Loss of use of a vehicle hired to you.

5. The cost of fuel and oil used in any replacement vehicle.

SECTION 2. ROADSIDE ASSISTANCE AND TOWING

Following an Insured Incident We will arrange and pay for:

• Labour and call-out charges involved in providing roadside assistance after an Insured Incident within the Geographical Limits, if there is a reasonable chance that the roadside assistance will make the Insured Vehicle fit to drive; or

• The Insured Vehicle to be taken to the nearest local repairer or safe storage place after an Insured Incident.

The most we’ll pay in total towards these things is £250.

Please note
You must pay for the reasonable cost of all spare parts, garage labour and materials used by the local repairer in repairing the Insured Vehicle.

SECTION 3. LOSS OF USE OF THE INSURED VEHICLE

If at any time during your Trip, you cannot use the Insured Vehicle because of an Insured Incident within the Geographical Limits and We reasonably believe that the Insured Vehicle will be out of use for more than eight hours; or
If the Insured Vehicle is stolen within the Geographical Limits and not recovered within eight hours, We will organise and pay for the reasonable costs of one of the following subject to availability:

• Taking all Insured Persons and your luggage to your intended destination, within the Geographical Limits, and then returning you to the Insured Vehicle after it has been repaired.

or

• Accommodation, including one daily meal (but not alcoholic drinks), for all Insured Persons while the Insured Vehicle is repaired, up to a maximum of £45 per person per day, or £500 altogether.

or

• Up to a total of £850 towards the cost of hiring another vehicle while the Insured Vehicle remains unserviceable.

Please note

1. We cannot guarantee that hire vehicles will always be available and are not responsible if they are not available.
2. We cannot guarantee that there will be tow bars or roof racks on hire vehicles.
3. You will be responsible for the fuel used in the hire vehicle and all other expenses that you have to pay in continuing your Trip.
4. Hire vehicles provided in the Geographical Limits must stay in the country where they were hired and be used in accordance with the terms of the hire company.
5. If We arrange a hire vehicle, you will have to comply with the terms and conditions of the hire company, and pay any deposit the hire company requests. Your Policy does not cover any lost deposit due to damage to the hire vehicle or failure to replace fuel.
6. In some cases, you may have to pay for the vehicle hire services locally. If this happens, We will give you a refund as long as you have received advanced approval from our European control centre.

SECTION 3A. BREAK IN

If when you’re on a trip and someone tries to steal your car, or anything from it, we will pay up to £175 towards emergency repairs to make sure that it is still safe to drive.

We will not cover any of the following:

• Cosmetic or paintwork damage.
• Costs you incurred after you got home.
• Anything that was inside your car.

REMEMBER

If your car has been broken into, remember to report it to the police.

SECTION 4. RETURNING THE INSURED VEHICLE TO THE UK

1. If the Insured Vehicle is repaired before your scheduled return to the United Kingdom then you will be responsible for returning the Insured Vehicle to the United Kingdom at your own cost and for all associated costs.

2. If the Insured Vehicle cannot be repaired before your return to the United Kingdom or the Insured Vehicle is stolen outside the United Kingdom and not recovered until after you have returned to the United Kingdom, We will pay for the following at our discretion:

• The reasonable costs of taking all Insured Persons and your luggage to your Home in the United Kingdom by a route and method of our choice. We will not pay for special travel arrangements if one of you has a medical condition. We will also pay for the Insured Vehicle to be taken to your Home or to a repairer of your choice in the United Kingdom.

• If you had to leave the Insured Vehicle abroad under Section 2, the cost of one standard class single ticket by rail or sea at our discretion and subject to availability (or by air if the train or boat journey would be longer than 12 hours) for you or a driver of your choice to collect the Insured Vehicle.

• Any necessary charges up to a total of £100 for storing the Insured Vehicle abroad before it is repaired, sent Home or legally abandoned.

• After we’ve brought you back, if we’re also returning your vehicle, we’ll pay for up to seven days’ travel costs for journeys you or your passengers have to make while you’re waiting for your vehicle. Up to a total of £200. You won’t be able to claim any travel costs after seven days, or from the day your vehicle arrives back home or at your repairer’s, whichever comes first.

Please note

1. The maximum We will pay to repatriate the Insured Vehicle will be its current market value in the United Kingdom.
2. You must make all travel arrangements in advance with us and all costs and expenses that are recoverable under this Policy must be agreed with us in advance.

3. Any unused travel tickets must be used for the repatriation of the Insured Vehicle before we will provide any alternatives under this section.

4. We will not pay any additional costs for repatriating your pet(s).

SECTION 5. PROVIDING A CHAUFFEUR TO RETURN YOU HOME

1. If there is an accidental injury, sudden illness or death which means that there is no Insured Person with the Insured Vehicle at the time who can drive the Insured Vehicle, We will pay for a qualified person to drive the Insured Vehicle and Insured Persons back to your Home in the United Kingdom. We will need to see all medical and other evidence. We will not pay the cost of any fuel used or road tolls.

2. We will also pay your accommodation costs on your return journey, provided these costs would not have been necessary if the Trip had gone ahead as planned. The most We will pay is £45 a day per Insured Person, for up to two days.

SECTION 6. DELIVERING SPARE PARTS

If we cannot get hold of the spare parts locally to repair the Insured Vehicle following an Insured Incident, We will arrange to have them delivered to you as quickly as possible. If the spare parts are transported by plane We will arrange for them to be delivered to the driver of the Insured Vehicle.

We will not be responsible to provide the spare parts if the spare parts:

- Are no longer made;
- Cannot be bought from a wholesaler or agent;
- Cannot be exported to the country where the Insured Vehicle is.

Please note

We will only pay the cost of transporting spare parts.

You must pay for the actual cost of the spare parts and any customs duty. Where We have paid such costs on your behalf, We require reimbursement within one month of such payment by us. You must also pay for the labour involved in repairing the Insured Vehicle.

SECTION 7. LEGAL DEFENCE

Providing you notify us within 28 days of receiving a summons from a country in the Geographical Limits, We will pay up to £1,000 in respect of legal costs incurred in defending you in a Court inside the Geographical Limits (but not in the United Kingdom) against an alleged motoring offence involving the Insured Vehicle during a Trip.

We will not cover any of the following:

1. Alleged speeding offences, when no other offence is involved.
2. Defence of an alleged offence where in our reasonable opinion there is no reasonable prospect of affecting the outcome of the prosecution.
3. Costs or expenses incurred without prior authorisation by us.
4. Any claim not notified to us within 28 days of your receiving the summons.
5. Your travelling and subsistence expenses.
6. Fines awarded against you.

SECTION 8. LEGAL EXPENSES

What is covered

1. We will pay up to a maximum of £10,000 in total under this Policy in respect of legal costs to negotiate your legal rights in pursuing a civil action for compensation and to help you in appealing or defending an appeal following your sustaining bodily injury or death during your Trip caused by the fault of another.

2. Additional travel expenses in the event that you or any other Insured Persons are obliged by a Court within the Geographical Limits to attend in connection with an event giving rise to an action under this section, up to a maximum of £250 per Insured Person.

Please note

An appointed Lawyer will be appointed by us and represent you according to our standard terms of appointment. The appointed Lawyer must co-operate fully with us at all times.

If we agree to start legal proceedings or if there is a conflict of interest you can choose an appointed Lawyer by sending us the Lawyer’s name and address. We may choose not to accept this choice of Lawyer but only in exceptional circumstances. If we and you disagree about the choice of appointed Lawyer or about the handling of a claim you can choose another Lawyer to decide the matter. We must both agree to this in writing. If we cannot agree with you about the choice of a second Lawyer we will ask the president of a relevant national law society to choose a Lawyer.
Whoever loses the disagreement will have to pay the costs of settling it.
You must co-operate fully with us and the appointed Lawyer.
We can take over and conduct in your name any claim or legal proceeding at any time before an appointed Lawyer is appointed. We can negotiate any claim on your behalf.
If an appointed Lawyer refuses to continue acting for you the cover provided will end at once unless We agree to appoint another appointed Lawyer.
You must tell us immediately if anyone offers to settle the claim.
You must not negotiate or agree to settle a claim without our approval.
We may decide to pay you the amount of damages you are claiming instead of starting or continuing legal proceedings.
If you stop a claim without our agreement or do not give suitable instructions to an appointed Lawyer the cover provided will end at once.
If We ask you must tell the appointed Lawyer to have legal costs taxed, assessed or audited.
You must take every step to recover legal costs that We have to pay and you must pay Us any legal costs that are recovered.

What is not covered
1. Costs or expenses incurred without prior authorisation by us.
2. Any claim not notified to us within 180 days after the commencement of the event giving rise to the claim.
3. The pursuit of a claim against us, our agent, our appointed assistance company, a travel agent, tour operator or carrier.
4. The pursuit or continued pursuit of any claims where We consider that a reasonable settlement is unlikely to be obtained.
5. Actions between you or any other Insured Person or actions pursued in order to obtain satisfaction of a judgement or other legally binding decision.
6. The pursuit of a claim in respect of the same incident in more than one country.

SECTION 9. CUSTOMS REGULATIONS
If as the result of an Insured Incident occurring in the Geographical Limits during a Trip the Insured Vehicle is beyond economic repair, we may decide to dispose of it where it is. If we do, we’ll make all the arrangements and pay for the cost of storage up to £200 if there’s a delay.

We’ll also cover any customs duty you’re asked to pay because your breakdown abroad means your car’s there for longer than it’s meant to be under short-term importation rules.

What’s Not Covered
- Any import charges apart from the ones mentioned above.

SECTION 10. MISSED MOTORAIL CONNECTION
If you fail to connect with a pre-booked Motorail service in the Geographical Limits on the outward part of your Trip as a result of:
- You arriving at the departure point in the Geographical Limits too late to commence the booked Motorail journey due to an insured incident during a Trip providing that you would have been on time for the Motorail journey if the insured incident had not happened, or
- Cancellation or curtailment of scheduled public transport due to adverse weather conditions or Strike or mechanical breakdown.

We will arrange and pay for the following subject to availability:
1. Storage of the Insured Vehicle in a secure parking area, if available, near to the Motorail depot for the period of the Trip up to a total cost of £200.
2. A standard class return rail ticket to enable you and all Insured Persons to continue the Trip to/from the intended Motorail destination station.
3. Hire of a replacement vehicle, up to a maximum of £450 in total, at the Motorail journey destination within the Geographical Limits.

Please note
You must have taken every reasonable step to complete the journey to the Motorail departure station on time.

We will not cover any of the following:
1. Strikes which are public knowledge at the time you purchased the cover.
2. Withdrawal from service (whether temporary or otherwise) of a sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.
3. Claims arising in connection with the inward (return) journey.
HOW TO CLAIM
If you want to make a claim under this Policy you will need a claim form. Please write to:
European Claims Department Green Flag, Leeds LS28 5GF.
Or phone 0113 236 3236 and ask for the European Claims department.
Once you have filled in the form, you should return it to the address overleaf.

Please note
1. Our European Claims Department must receive your claim within 30 days of your return to the United Kingdom.
2. Any expenses for which you claim must have our prior consent and approval.
3. You must send in all relevant receipts, accounts, bills and invoices with your claim form.
4. We can only accept claims on an official claim form.

EUROPEAN MOTORWAYS
Please note that in several parts of Europe, if you break down on a motorway or other major public road, police will answer the phone. They will arrange for a local recovery company to send a recovery truck to you without contacting us. Very few of these local recovery agents have any link with United Kingdom motoring organisations, and you may well have to pay for this assistance on the spot.

If you keep a receipt, We will refund the full cost of the assistance, including towing charges and time the mechanic has spent working on the Insured Vehicle at the roadside.

We will not pay for any spare parts used or labour charges at a garage.

Once you have been taken from a motorway or major public road to a place of safety such as a local garage or motorway service station, please contact us if you need other advice or services, such as vehicle hire.

CONDITIONS AND EXCLUSIONS GENERAL EXCLUSIONS APPLYING TO THIS POLICY
The following are excluded from your Policy cover:
1. The cost of fuel, all spare parts and any costs once the Insured Vehicle has been to a garage or repairer.
2. Damage or costs as a result of breaking into the Insured Vehicle because your keys have been lost or stolen.
3. The cost of getting a spare wheel or for roadside repairs if you cannot provide a suitable spare wheel.
4. The cost of draining or removing contaminated fuel (We will arrange for the Insured Vehicle to be taken to a local repairer for assistance, but you will have to pay for all work carried out).
5. Any costs and expenses if the Insured Vehicle was not fit to drive at the start of the journey or Trip, or had not been regularly serviced in line with the manufacturer’s recommendations. We may ask for proof that the Insured Vehicle was fit to drive (including an MOT certificate if applicable).
6. Any Insured Incident while the Insured Vehicle is towing or carrying more weight or people than it is designed for, as shown in the manufacturer’s details.
7. Vehicles used for and/or involved in motor racing, off road use (away from public roads and over rough terrain), rallies, speed or duration tests or practising for such events.
8. Vehicles situated in areas to which our agents have no right of access or on motor traders’ premises.
9. Any intentional or wilful damage caused by any Insured Person to the Insured Vehicle.
10. Any claim resulting from difficulties or inability in obtaining raw materials, fuel or other supplies due to Strikes, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind.
11. Vehicles temporarily immobilised by floods or snow-affected roads or as a result of whole or partial immersion in water, snow, sand or mud.
12. Vehicles parked off the public road which are immobile due to the nature of the surface on which they stand e.g. sand, mud, gravel, turf, grass.
13. Vehicles used for hire or reward, including taxis, or for the carriage of goods for reward.
14. Any claim for damage or loss of commercial goods orthose intended for resale carried at the time of the Insured Incident.
15. Any expenses which you have paid or would have had to pay anyway on your Trip.
16. Any damage to or theft of objects or accessories left in or outside the Insured Vehicle after the Insured Incident.
17. Losses that are not directly associated with the incident that caused you to claim. For example, loss of earnings due to being unable to return to work following an Insured Incident, or losses arising from a delay in providing the service to which this cover relates.

18. Vehicles that have broken down or are unroadworthy when cover was taken out.

19. Loss, expense or legal liability caused by:
   - Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste;
   - The radioactive, toxic, explosive or other dangerous properties of nuclear equipment.

20. Loss or damage caused by pressure waves from planes and other flying machines.

21. Any claim if:
   - You know that the person driving the Insured Vehicle does not have a valid driving licence;
   - The person driving the Insured Vehicle does not meet the conditions of their driving licence.

22. Any Insured Incident if there’s no valid Road Fund Licence in place for your vehicle.

23. Loss of or damage to the Insured Vehicle while it is being transported by sea or rail (unless loss or damage is caused by our negligence).

24. Any liability created by a contract or any civil liability.

GENERAL CONDITIONS

1. Other insurance
   If you are covered by any other insurance for an Insured Incident, We will only pay our share of the claim. You may be required to provide us with details of the other insurance company for this purpose.

2. Reasonable care
   You must do all that you can and comply with all laws and codes to keep the Insured Vehicle safe and fit to drive. You agree that We can carry out an inspection of the Insured Vehicle at any time.

3. Cancelling this Policy
   This Policy may be cancelled:
   - By us in the event of the non-payment of the Premium.
   - If the Policy does not meet your requirements, please return it at once. If it is returned to us within 14 days of receipt to The Wharf, Neville Street, Leeds LS1 4AZ, We will refund the Premium in full, provided you have not begun your Trip or made a claim during that time.
   - No refund is available if the Policy is cancelled after the 14 day cooling off period.

4. This contract is between you and us. Nobody else has any rights they can enforce under this contract except those they have by law.

5. We are not responsible for any loss, damages, costs, claims or expenses whatsoever which you may incur as a result of our delay or failure to perform our obligations due to a Force Majeure Event.

6. You must report any Insured Incident which could bring about a claim under your Policy as soon as possible to our European control centre.

7. If you request a level of service to which you are not entitled, this service will have to be paid for in advance by credit or debit card payment. If We provide a service that it subsequently transpires you are not entitled to, you may have to pay for the service provided.

8. We will provide the services described in this Policy on condition that you and all passengers observe the respective licence conditions and all the terms and conditions laid down in this booklet. The services cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding costs.

9. You are responsible for collecting the Insured Vehicle from a repairer and any consequent costs after work has been carried out.

10. If We arrange for temporary roadside repairs, you must arrange for any permanent repairs that may be necessary as soon as possible. If you do not and the same problem happens again, We may refuse service.

11. If you need assistance, you must contact our control centre. You must not contact any garage recovery operator direct.

12. You will have to pay the cost of our recovery or repair vehicle coming out to you if you allow the Insured Vehicle to be recovered or repaired by someone else after you have contacted Us for assistance.

13. If the Insured Vehicle needs to be moved or recovered after an Insured Incident, it must be in an easily accessible position for Our recovery vehicle to load. If the Insured Vehicle is in a position We cannot get to, or the wheels have been removed and We need to use specialist equipment (which is not normally carried on a standard recovery vehicle) to recover the Insured Vehicle, you will have to pay extra costs (including labour charges) to arrange for these to be transported to, and used at, the site of the Insured Incident.
14. When you ask for assistance or recovery, We will give you an estimated time when our repair or recovery vehicle will arrive. You and your passengers must wait with the Insured Vehicle until the repair or recovery vehicle arrives, unless you have made other arrangements with our control centre.

15. You will have to repay any toll fees for the Insured Vehicle which are reasonably incurred by the driver of the recovery vehicle.

16. You are responsible for the security of the contents of the Insured Vehicle, caravan or trailer. We will not recover or repair a vehicle, caravan or trailer if there is a person in it and may not do so if there is an animal in it. Any assistance given while an animal is in the Insured Vehicle is entirely at our discretion. We will not be liable for injury or death of the animal. It is your responsibility to secure any animal being transported in the Insured Vehicle or to make alternative arrangements for its transportation.

17. You must be honest and truthful in your dealings with Us at all times.

If you, any person insured under this policy or anyone acting on your behalf attempts to deceive Us or knowingly makes a false claim, We have the right to cancel your policy, refuse claims and retain any premium paid. We may recover from you any costs We have incurred, including the costs of investigating the claim.

We will not pay a claim which is in any way fraudulent, false or exaggerated. We will also not deal with any claims following discovery of this behaviour regardless of when the claims occurred.

In addition, We have the right to cancel any other products you hold with Us and share details of this behaviour with other organisations to prevent further fraud. We may also involve the relevant authorities who are empowered to bring criminal proceedings.

18. We are not responsible for the actions or costs of garages, recovery firms or emergency services acting on your instructions or the instructions of anyone acting for you and cannot be held liable for them.

19. We will not arrange for assistance services if We reasonably believe the Insured Vehicle is dangerous or illegal to repair or transport.

20. You will have to pay any storage or release fees while the Insured Vehicle is being repaired or after the police have moved the Insured Vehicle. We cannot be responsible for any police call-out charges.

21. We may choose to repair the Insured Vehicle (at your cost) following a breakdown, rather than arranging for it to be recovered.

22. Nothing in this Policy will exclude or restrict our liability for death or personal injury resulting from our negligence.

23. Any failure by us in relying on or enforcing the terms and conditions of this Policy on any particular occasion will not prevent subsequent reliance or enforcement.

24. Following an Insured Incident attended by the police or other emergency service, transportation of the Insured Vehicle will not take place until they have authorised its removal.

25. We are entitled to take over your rights in the defence or settlement of a claim or to take proceedings in your name for our own benefit against another party and we shall have full discretion in such matters. You must give us all the information and assistance We may require for this purpose.

26. If We must make a payment because the laws of any country require Us to do so, We may recover from you, or the person who is liable any payment that is not covered by this Policy.

REFUSAL OF SERVICE

We have the right to refuse service at any time if We consider that you or any of your party is behaving or has behaved in a threatening or abusive way to our employees, patrols or agents, or to any other contractor. We can make your Policy invalid at any time if, in our reasonable opinion, you have misused services We have provided.

FURTHER INFORMATION

We may record telephone calls in order to improve our service and to prevent and detect fraud.

OUR WEBSITE – WWW.GREENFLAG.COM

We are continually looking for ways to improve our customer’s experiences of Green Flag. Our website and other online services are no exception to this. We have tried to make our website as usable as possible by following standards and guidelines laid out by the World Wide Web Consortium (W3C) in their Web Accessibility Initiative (WAI). This means that wherever possible, all of our users enjoy the same quality of service. Most pages on our website comply with the majority of the priority 1 and 2 guidelines highlighted in the WAI. We also work with the RNIB to meet their See it Right standards, ensuring blind and partially sighted users have access to our information, products and service online.
TEXT MESSAGE SERVICE
If you are hard of hearing or have speech difficulties you can text Green Flag for assistance using your mobile phone. If you need to use this service, text Green Flag on **0771 216 4700** from your mobile phone, giving your membership number or vehicle registration details.

The message will be picked up by a member of our team, who will contact you to assess your breakdown situation and provide the appropriate service. Alternatively, you can contact Green Flag by using minicom on **0800 800 610**.

ALTERNATIVE FORMATS
If you would like a Braille, large print or audio version of your documents, please let us know.

SPECIAL REQUIREMENTS
When contacting Green Flag in the event of an accident or breakdown, please let the member of our team handling your call know if you have any special requirements such as wheelchair accessibility or any special modifications on your vehicle that have been made to assist you. We will then try and ensure that the appropriate breakdown vehicle is sent to your assistance.
If you would like a Braille, large print or audio version of your documents, please let us know.

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