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TOMTOM ASSIST

**This policy document is intended for
UK customers only**

This booklet contains two separate documents for roadside assistance.

The 'Demands & Needs Statement' and the 'About our insurance services' documents both explain how TomTom Assist policy has been sold to you.

The 'Policy Wording' provides the full terms, conditions and exclusions of the insurance policy for roadside assistance.

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Demands and Needs Statement

TomTom Assist, provided by Assist Europe Limited, is typically suitable for those who wish to insure themselves with respect to roadside assistance for their vehicle for 12 months.

You may already possess alternative insurance(s) for some or all of the features and benefits this type of policy provides. It is **your** responsibility to investigate this.

Assist Europe Limited has not provided **you** with any recommendation or advice about whether this product fulfils **your** specific insurance requirements.



about our insurance services

Assist Europe Limited

Unit 12 Deane House
27 Greenwood Place
London
NW5 1LB

1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. It requires **us** to give **you** this document. Use this information to decide if **our** services are right for **you**.

2. Whose products do we offer?

- We** offer products from a range of insurers.
- We** only offer products from a limited number of insurers for roadside assistance. Ask us for a list of insurers we offer insurance from.
- We** only offer products from a single insurer.

3. Which service will we provide you with?

- We** will advise and make a recommendation for **you** after **we** have assessed **your** needs for roadside assistance.
- You** will not receive advice or a recommendation from **us** for roadside assistance. **We** may ask some questions to narrow down the selection of products that **we** will provide details on. **You** will then need to make **your** own choice about how to proceed.

4. What will you have to pay us for this service?

- A fee.
- No fee.

You will receive a quotation which will tell **you** about any other fees relating to any particular insurance policy.

5. Who regulates us?

Assist Europe Limited, trading as **TomTom Assist**, Unit 12 Deane House, 27 Greenwood Place, London NW5 1LB is authorised and regulated by the Financial Services Authority. **Our** FSA Register number is 507388.

Our permitted business is arranging roadside assistance **insurance**.

Assist Europe Limited also has permission to conduct the following business with regards to non-investment insurance contracts:

- Arranging
- Assisting in the administration and performance of a contract of insurance
- Dealing as agent
- Making arrangements with the view to transactions

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234.

6. What to do if you have a complaint

If **you** wish to register a complaint, please contact **us**:

... in writing Write to The Customer Support Manager, **TomTom Assist**, Mondial House, 102 George Street, Croydon CR9 1AJ.

... by phone Telephone 0208 603 9853

... by email CustomerSupport@Mondial-Assistance.co.uk

If **you** cannot settle **your** complaint with **us**, **you** may be entitled to refer it to the Financial Ombudsman Service.

7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS.

DEFINITION OF WORDS

When the following words and phrases appear in this policy document or **confirmation of cover e-mail**, they have the specific meanings given below. These words are highlighted by the use of bold print.

Area of cover

Means **UK**

Beneficiary, beneficiary's, beneficiaries

Means **you** or any other driver of the **insured vehicle** using the **insured vehicle** with **your** permission and any passenger, up to 7 persons in total, of the **insured vehicle** at the moment a **breakdown/immobilisation** occurs.

Breakdown/immobilisation

Means electrical or mechanical breakdown or punctures causing the **insured vehicle** to be immobilised. Assurances required due to loss of keys/lock outs, miss-fuelling/running out of fuel or Road Traffic Accidents are not covered.

Confirmation of cover e-mail

Means the e-mail which was sent to **you** with this policy document.

Home Address

Means the usual residential address in the **UK**.

Insured vehicle

Means the **insured vehicle**, a motor car up to 3.5 tonnes GVW (Gross vehicle weight) or motorcycle shown on the **confirmation of cover e-mail**.

Insurer

AGA International SA.

Maximum claim limit

Means the current **UK** market value of the **insured vehicle**. There is a limit of 3 claims per policy in a 12 month period.

TomTom Assist, we, our, us,

Means Mondial Assistance (UK) Limited which administers the insurance on behalf of the **insurer**.

Period of insurance

Means the period shown on **your confirmation of cover e-mail**. Policy commencement is 7 days after policy registration.

UK

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

You, your, yours

Means the private individual named on the **confirmation of cover e-mail**.

INTRODUCTION

TomTom Assist has been designed to protect **you** against the costs incurred in the event of a covered **breakdown/immobilisation** of the **insured vehicle** occurring within the **area of cover**.

This document gives **you** full details of **your** cover, please keep it together with **your confirmation of cover e-mail** in a safe place.

All the details of how to make a claim together with conditions of **your** insurance cover are set out in the following pages. If however, **you** have any questions, please contact **TomTom Assist** on 020 8603 9561.

IMPORTANT TELEPHONE NUMBERS

Assistance in the **UK** 020 8603 9561

SUMMARY OF COVER

Cover and Limits	<ul style="list-style-type: none">• TomTom Assist provides cover to vehicles up to 15 years old. There is a policy to cover vehicles under 10 years old and a policy to cover vehicles less than 15 years old but more than 10 years old. Please refer to your confirmation of cover e-mail for the type of policy purchased.• Subject to the level of cover entitled, please refer to your confirmation of cover e-mail which will specify your Cover Option.• All claim limits in this document are inclusive of VAT.• Up to 3 call outs per annum.
TOMTOM Assist in the UK	<ul style="list-style-type: none">• Roadside Assistance for the insured vehicle if it is one mile or more away from your home address.• Local Recovery to nearest appropriate repairer if the insured vehicle cannot be repaired• Glass replacement (advice only)• Message Service

For full terms and conditions please read this policy document together with **your confirmation of cover e-mail**.

IMPORTANT INFORMATION

Thank **you** for taking out TomTom Assist with **us**.

Your confirmation of cover e-mail shows the sections of the policy that are applicable, the **insured vehicle** covered and any special terms or conditions that may apply.

It is very important that **you** read the whole of the relevant sections of this policy together with the **confirmation of cover letter**. If you do not understand anything please ask for further information.

If **you** need to contact **us** regarding this insurance, please call **TomTom Assist** on 020 8603 9561.

INSURER

TomTom insurance is underwritten by AGA International SA and is administered and arranged in the **United Kingdom** by Mondial Assistance (UK) Limited.

HOW THIS INSURANCE WORKS

This insurance and **confirmation of cover e-mail** must be read together as one document as they form the contract of insurance between **you** and **us**. **We** will pay for claims **you** make which are covered by this policy, occurring during the **period of insurance** and within the **area of cover**.

CANCELLATION RIGHTS

If **your** cover does not meet **your** requirements, please notify **us** within 14 days of receiving **your** initial policy schedule/**confirmation of cover e-mail** and return all your documents for a refund of **your** premium.

You can contact **us** at 020 8603 9561

If during this 14 day period **you** have asked **us** to perform or provide the services given under this policy, then **TomTom Assist** is entitled to recover all costs that you have used for the services provided, if **you** still decide to cancel within the 14 day period. Please note that **your** cancellation rights are no longer valid after this initial 14 day period.

TRANSFER OF OWNERSHIP

If **your** car is sold, the remaining cover may be transferred to the new owner. As soon as possible after the date of sale, please e-mail **TomTom Assist** details of the vehicle sold, the new owner's **home address** and contact details.

N.B. The **TomTom Assist** product is not transferable to any other vehicle other than that shown on the **confirmation of cover e-mail**.

DATA PROTECTION

Information about **your** policy may be shared between TomTom, **us** and the **insurer** for underwriting and administration purposes.

You should understand that the information **you** provide will be used by **us**, **our** representatives, the **insurer**, other insurers and industry governing bodies and regulators to process **your** insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). **We** have taken steps to ensure **your** information is held securely.

Your information may be used by **us**, the **insurer** and members of the Mondial Assistance Group and shared with TomTom companies for marketing and research purposes or to inform **you** from time to time about new products or services. If **you** do not want to receive marketing information please write to 102 George Street, Croydon CR9 1AJ. **You** have the right to access **your** personal records.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

For **your** added protection, the **insurer** is covered by the FSCS. You may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover provides protection for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number 020 7892 7300, or by visiting their website at www.fscs.org.uk.

THIRD PARTY RIGHTS AND GOVERNING LAW

Unless **you** and **we** agreed otherwise, English law will apply and all communications and documentation in relation to this insurance will be in English. In the event of a dispute hereunder, the English courts shall have exclusive jurisdiction.

No term of this insurance agreement is to be enforceable by any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

Your statutory rights are not affected in any way by this insurance policy. Nothing in these conditions will reduce **your** statutory rights relating to faulty or incorrectly described goods. For further information about **your** statutory rights contact **your** local authority Trading Standards Department or Citizens Advice Bureau.

SERVICING REQUIREMENTS FOR YOUR VEHICLE

The continued validity of **your** insurance is dependent upon **you** having the **insured vehicle** serviced by a garage in accordance with the manufacturer's specifications.

We will allow a maximum of 1,000 miles or one calendar month (whichever occurs first) in excess of the recommended service intervals.

Please ensure that the servicing dealer completes the service record for the **insured vehicle** and that **you** keep all service receipts as proof of servicing.

TOMTOM ASSIST

TomTom Assist provides **you** with the following assistance services and benefits for motoring emergencies to aid **you** in the event of a covered **breakdown/immobilisation** of the **insured vehicle** in the **UK** as set out in this section of this insurance.

Please note that during the **period of insurance** the most **we** will pay for all claims in total is up to the **maximum claim limit**.

WHAT TO DO IF YOU NEED ASSISTANCE

If **you** require help, please do not attempt to make **your** own arrangements as reimbursement cannot be made to **you** retrospectively.

Please contact **TomTom Assist** with the following details:

- The exact location of both **you** and the **insured vehicle**.
- **Your** registration number
- A contact telephone number

For assistance in the **UK** please call 020 8603 9561

All calls to **TomTom Assist** may be recorded. This will assist **us** in confirming details of a call that may be incomplete or unclear.

TOMTOM ASSIST BENEFITS IN THE UK

Section 1) ROADSIDE ASSISTANCE

In the event of **breakdown/immobilisation**, more than 1 mile from the registered home address, **TomTom Assist** will organise and pay to attend the **insured vehicle** in order to affect repairs. **We** will pay for up to a maximum 30 minutes labour. If **we** are unable to effect repairs or repairs will take longer than 30 minutes, **we** will arrange and pay for **vehicle recovery** as per **section 2**.

Section 2) VEHICLE RECOVERY

In the event that the **insured vehicle** cannot be repaired or remobilised following **our** roadside assistance, **TomTom Assist** will arrange and pay for the costs of taking the **insured vehicle**, the driver and up to six passengers, to the nearest suitable garage for repair.

Section 3) GLASS REPLACEMENT SERVICE

In the **UK**, if **you** or any other **beneficiary** driving the **insured vehicle** experiences a broken front windscreen or side glass which requires immediate replacement, **TomTom Assist** will advise details of a nationwide glass replacement company to replace the broken glass. Please note that **you** will be responsible for all parts and fitting costs, but these may be covered under **your** motor insurance policy.

Section 4) MESSAGE RELAY SERVICE

If a **beneficiary** requests it, **TomTom Assist** will pass on urgent messages to the **beneficiary's** family, business or friends if their journey has been delayed due to the **breakdown/immobilisation** of the **insured vehicle**.

ASSISTANCE EXCLUSIONS

TomTom Assist will not assist or reimburse **you** or the **beneficiaries** in the event of a call for assistance or claim arising directly as a result of any of the following:

1. **We** will not pay for any loss, theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this policy.
2. Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
3. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
4. War, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
5. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
6. Any costs covered under any other warranty, guarantee, insurance or cover.
7. Accident or injury either through voluntary non-observance of the laws of the land in which the **beneficiary** is travelling or the practice of activities not authorised by the local authorities.
8. The cost of replacement parts.
9. Damage or injury intentionally caused by **you** or a **beneficiary** or resulting from participation in a criminal act or offence.
10. The **beneficiary/beneficiaries** or any other third party organising any of the services detailed in this policy without first having authorisation from **TomTom Assist** and a file number.
11. Any costs that would have been payable normally by **you** or the **beneficiaries**, such as fuel, congestion or toll charges.
12. Charges for specialist recovery or charges incurred by **us** where the **insured vehicle** is not being used on a public highway when the **breakdown/immobilisation** occurred where the **insured vehicle** was not accessible using **our** standard recovery equipment.
13. **Breakdown/immobilisation** which happens outside the **area of cover**.
14. Faulty repairs, incorrect servicing or failure to have the **insured vehicle** serviced in accordance with the manufacturer's specification.
15. Any **Breakdown/immobilisation** occurring as a result of a towed trailer or caravan.
16. Any **Breakdown/immobilisation** claim made prior to 7 days from the date of policy registration.

ADVERSE WEATHER CONDITIONS

Please be aware that adverse weather conditions such as high winds, snow, ice or floods can make it impracticable for **us** to provide **our** normal assistance services. In this event, **our** immediate priority is to ensure that **you** and the **beneficiaries** travelling with **you** are taken to a place of safety, meaning that it may be necessary for **us** to attend to the **insured vehicle** later.

RELEASE FEES

Should the **insured vehicle** be stolen and subsequently recovered by the Police, **you** may be required by them to pay a release fee before **we** can remove the **insured vehicle** to an authorised Mondial Roadside dealer or to **your** home address. Although **we** can guarantee these costs on **your** behalf, the payment of such fees remains **your** responsibility.

SPECIALIST CHARGES

In the event that the recovery of the **insured vehicle** requires the use of specialist equipment, any such costs in addition to **our** standard recovery services will be payable by **you**.

GENERAL TERMS & CONDITIONS

These conditions apply to all sections of **your** assistance insurance and **you** must meet them before **we** make a payment or provide a service.

PROVIDING INFORMATION

We will only provide the cover described in this insurance if, as far as **you** know, the information **you** gave at the time of taking out this cover is true and complete.

You must tell **us** about anything that may affect **your** cover (including also any changes during the **period of insurance**). If **you** are not sure whether something is relevant, **you** must tell **us** anyway. **You** should keep a record of any extra information **you** give **us**. If **you** do not tell **us** about something that may be relevant, **your** insurance cover may be invalidated and **we** may not cover any related claims.

CLAIMS - YOUR DUTIES

If a claim occurs **you** must comply with the relevant claims procedures described in this document as soon as **you** can.

CLAIMS – OUR RIGHTS

We can take over and carry out the defence or settlement of any claim. After **we** have made a payment, **we** can pay to take legal action to get back any payment **we** have made under this insurance. There is a **limit of 3 claims** permissible under this cover. If **we** want to, **we** will examine the **insured vehicle** and will test damaged components.

LOOKING AFTER YOUR VEHICLE

You must take all reasonable steps to safeguard the **insured vehicle** against **breakdown/immobilisation** and/or electrical or mechanical failure.

IMPORTANT: If **you** fail to have the **insured vehicle** serviced correctly in accordance with the manufacturer's specifications during the **period of insurance**, or **you** are unable to produce proof of such servicing if **we** request it, then this may invalidate **this insurance** or **we** may not pay all or any part of a claim **you** make.

HOW TO MAKE A COMPLAINT

We aim to provide **you** with first class insurance cover and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected. In the first instance, please contact:

By post - The Customer Support Manager, **TomTom Assist**, 102 George Street, Croydon, Surrey, CR9 1AJ.

By email -CustomerSupport@Mondial-Assistance.co.uk

Please supply **us** with **your** name, address, policy number/vehicle registration and claim number where applicable and enclose copies of relevant correspondence as this will help **us** to deal with **your** complaint in the shortest possible time.

If **you** are not satisfied with **our** final response **you** can refer the matter to the **UK** Financial Ombudsman Service.

Policy Wording

FRAUD

If **you** or any **beneficiary** claiming under this insurance makes a claim that is false or dishonest in any way, this insurance will not be valid and **you** will lose all benefits under it.

CHANGE OF ADDRESS/DETAILS

To change the address, registration number or owner of the insured vehicle, please contact **TomTom Assist** on 020 8603 9561

IMPORTANT: Check all services have been carried out when due during the period of insurance - otherwise the insurance may not be valid.

BACK PAGE

TomTom Assist is underwritten by AGA International SA and is administered in the UK by Mondial Assistance (UK) Limited, Registered in England No. 1710361. Registered Office Mondial House, 102 George Street, Croydon CR9 1AJ.

Mondial Assistance (UK) Limited are authorised and regulated by the Financial Services Authority (FSA).

Mondial Assistance Europe NV is authorised by AGA International SA is authorised by Autorité de Contrôle Prudentiel in France and is regulated by the Financial Services Authority for the conduct of business in the UK).

Mondial Assistance (UK) Limited acts as an agent for AGA International SA with respect to the receipt of customer money, for the purpose of settling claims and handling premium refunds.

This document is available in large print, audio and Braille. Please Contact us on 0208 603 9906, textphone 020 8666 9562 using a compatible RNID handset. We will be pleased to organise an alternative version for you.