

## Membership Wording

Welcome. Thank you for buying your Motor Breakdown Cover from Driver Guardian Rescue. Assistance is provided 24 hours a day, 365 days a year through our network of technicians, vans and recovery operators throughout the UK.

## Statement of Demands and Needs

This **cover** meets the demands and needs of persons wishing to ensure that they are covered in the event of a **breakdown**. As with any **cover**, it does not cover all situations and **you** should read the terms and conditions of this **agreement** in connection with **your cover** schedule to ensure that **you** have chosen a level of **cover** that meets **your** specific needs.

The General Notes and Definitions detailed in pages three and four will help with the understanding of this document.

## Service Provider

This service is provided by Driver Guardian Rescue. Registered in England and Wales. Registered Company Number: 13224091. Registered office address: Driver Guardian House, 1 Slaidburn Crescent, Southport Merseyside PR9 9YF.

## Definitions

Certain words in this policy have a special meaning and these words are defined below. To help make this policy easy to understand, wherever they appear in the policy **we** have highlighted them in bold.

### Accident

A collision immediately rendering the **vehicle** immobile or unsafe to drive unless already covered by your main road risk insurance.

### Breakdown

An electrical or mechanical failure, lack of fuel, misfuel, flat battery, **accident**, fire, theft, vandalism or puncture to the **vehicle**, which immediately renders the **vehicle** immobilised.

### Callout

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

### Home Address

The last known address within the **territorial limits (UK)** recorded on **our** system where **your vehicle** is ordinarily kept.

### Passengers

All non-fare paying persons travelling with the **vehicle** at the time of the **breakdown**, up to the legal carrying capacity of the **vehicle**.

### Period of Cover

The duration of this **cover** as indicated on **your cover schedule** for a period not exceeding twelve months.

### Person

The person named as the **member** in the **cover schedule** or all persons named on the **cover schedule** as being eligible for **Personal Cover**.

### Cover Schedule

The document provided by us when **you** purchased this **cover** detailing the Period of **cover**, eligible **person(s)**, and **vehicle(s)**.

### Recovery Operator

A technician employed by **us** or an independent technician **we** appoint to attend the **breakdown**.

## Rescue Co-ordinator

The telephone operator employed by **us** or an independent telephone operator **we** appoint to handle the breakdown.

## Specialist Equipment

Non-standard apparatus or recovery vehicles which in the opinion of the **recovery operator** are required to safely recover the **vehicle**. **specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

## Suitable Garage

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

## Territorial Limits (UK)

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

## Territorial Limits (Europe) European

Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus) and Vatican City.

## Us, We, Our

Driver Guardian Rescue Ltd.

## Vehicle

Any car, motorcycle, van or motorhome specified on your policy schedule. Where **Personal Cover** has been purchased vehicles are covered up to 3.5 tonnes for which **you** or the person(s) specified on **your cover schedule** as eligible are driving or a **passenger** in at the time of the **breakdown**

## What to do if you breakdown

If your vehicle breaks down call our 24 hour control centre on:

**01704 225588**

Please have the following information ready to provide to **our rescue co-ordinator**:

- **Your** return telephone number
- **Your** policy number and **vehicle** registration
- The precise location of **your vehicle** (or as accurate as **you** are able in the circumstances).
- If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, policy number, **vehicle** registration and policy postcode to 07875757009.

Once **we** have taken **your** details and made all the arrangements **we** will contact **you** to advise which **recovery operator** will be attending and how long they are expected to take. Where possible, please ensure **your** mobile phone is available to accept calls at all times in case **we** need to contact **you**. **You** will need to be with **your vehicle** when the **recovery operator** arrives. If **you** would prefer not to wait with the **vehicle** or it is unsafe to do so, please inform **our rescue co-ordinator** who will arrange a call on approach so **you** have sufficient time to return to the **vehicle**.

It is **your** responsibility to guard **your** safety and abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

In the event of a **breakdown** on a motorway where **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 present at the scene, please advise them that **you** have contacted **us** and provide them with **our** telephone number to call **us** on **your** behalf.

## Your Cover

as shown in **your cover schedule**

Please read the following benefits of cover which is included with all Memberships we sell in accordance with **your cover schedule**.

## Full UK Breakdown Cover

The following service is provided with all levels of cover:

### Home Assist

**We** will arrange and pay for a **recovery operator** to attend a **breakdown** at or within a one-mile radius/straight line of **your home address** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the scene of the **breakdown**, **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair.

Any recovery of **your vehicle** the **passengers** required must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** 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.

### Roadside Assistance

In the event of a **breakdown** within the **territorial limits (UK)**, which occurs more than a one-mile radius/straight line from **your home address** and during the Period of Insurance, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

### Nationwide Recovery

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside **we** will assist in the following way:

Either:

- Arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the home address, or if **you** would prefer and it is closer, your preferred destination within the **territorial limits (UK)**.

Recovery of **your vehicle** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

### Alternative Travel

**We** will pay up to £250 towards the reasonable cost of alternative transport or a hire vehicle up to 1600cc to allow **you** to complete **your** original journey. **We** will also pay up to £150 towards the reasonable

cost of alternative transport for one person to return and collect the repaired **vehicle**.

## Emergency Overnight Accommodation

**We** will pay up to £150 for a lone traveller or £75 per person towards the reasonable cost of overnight accommodation including breakfast for the **passengers** whilst **your vehicle** is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.

Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a **breakdown** in the **territorial limits (UK)**:

- The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location
- The **vehicle** cannot be repaired the same working day
- The **breakdown** did not occur within 20 miles of **your home address**
- **We** will determine which benefit is offered to **you** by assessing the circumstances of the **breakdown** and what is the most cost effective option for **us**.

\*These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for a hire **vehicle** which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of valid proof of payment.

## European Cover

If you have opted and paid for Cover within the territorial limits (Europe). Cover will be provided within Europe as detailed on your policy schedule.

**We** will send help to the scene of the breakdown and arrange to pay callout fees and mileage charges needed to repair or assist with the vehicle.

If, in the opinion of the roadside agent, they are unable to repair the vehicle at the roadside we will assist in the following way: -

- Arrange and pay for your vehicle, you and up to 7 passengers to be recovered to the nearest suitable garage able to undertake the repair.
- If the vehicle cannot be repaired within 48 hours or by your intended return, whichever is the later, we will arrange for your vehicle, you and up to 7 passengers to be transported either to your home address, or if you would prefer and it is closer, your original destination within the territorial limits (Europe).

Special Conditions Applying to Europe

- If you have broken down on a motorway or major public road in France and some other European countries, you will need to seek assistance from the roadside SOS phones, which will be answered by the police. They will arrange for local services to tow you to a place of safety and you will be required to pay for the service immediately. You can then contact us for further assistance. We will pay a maximum of £150 towards reimbursement of the costs, but we will only reimburse claims when we are in receipt of a valid invoice/receipt. payment will be made in accordance with the exchange rate on the date of the claim;

- If you have broken down in a European country during a public holiday, many services will be closed during the holiday period. In these circumstances, it may take more time for us to assist you and effect a repair to your vehicle. We cannot be held liable for any delays in reaching your destination;

- We will provide service in the territorial limits (Europe) where the maximum duration of any single trip does not exceed the period which is noted on your policy schedule.

General Information Regarding European Breakdown Remember to take your V5C vehicle registration document with you during your journey. You will need to carry the original, as proof of ownership of the vehicle. If you are not the owner of the vehicle, you will need a letter of authority from the owner and a Vehicle on Hire Certificate (VE103) instead.

If your V5C registration document or VE13 document is not immediately available, you will be held liable for any costs incurred.

Regulations are different when you breakdown in Europe and help may take longer in arriving. We will require as much information as possible from you regarding the location of your vehicle. We will need to know if you are on an outward or inward journey and details of your booking arrangements. When we have all the required information we will liaise with our European network, you will be kept updated. For this reason, we ask that you remain at the telephone number you called from.

Regulations are different when you breakdown in Europe and help may take longer in arriving. We will require as much information as possible from you regarding the location of your vehicle. We will need to know if you are on an outward or inward journey and details of your booking arrangements. When we have all the required information we will liaise with our European network, you will be kept updated. For this reason, we ask that you remain at the telephone number you called from.

## Caravans and Trailers

In the event of a **breakdown** where **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **your** caravan/trailer will be recovered with **your vehicle** at no extra cost.

## Keys

If **you** lose, break, or lock **your vehicle** keys within **your vehicle**, we will pay the **callout** and mileage charges back to the **recovery operator's** base or **your** preferred destination if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle**, will be at **your** expense.

## Message Service

If **you** require, we will pass on two messages to **your** home or place of work to let them know of **your** predicament and ease **your** worry.

## Personal Cover

Any **vehicle** in which **you** are travelling will be covered in the event of a **breakdown**. **You** must be with the **vehicle** at the time the assistance arrives and be able to provide photographic identification when requested. Service will only be provided in accordance with the level of cover **you** have purchased, as indicated on **your cover schedule** and in accordance with the policy wording.

### Important notes relating to Personal Cover

To ensure **Personal Cover** extends to a **vehicle** in which **you** intend to travel, please refer to '**vehicle**' under the definitions section.

**Personal Cover** is limited to a maximum of four persons per policy all of whom must reside at the **home address**.

## General Notes

### Uninsured Service

We can usually provide assistance for services which are not covered under this membership agreement. All costs (including an administration fee) must be paid for immediately by credit or debit card.

### Call Recording

To help **us** provide a quality service, **your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **breakdown** service we provide.

## Governing Law

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

## Language

The contractual terms and conditions, and other information relating to this contract will be in the English language.

## Measurements

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

## Garage Repairs

Any repairs undertaken by the **recovery operators** at their premises are provided under a separate contract, which is between **you** and the **recovery operator**.

## Multiple Vehicle Policies

Multiple **vehicle** policies must be registered to one address within the **territorial limits (UK)**.

## Signing Documentation

**You** may be asked to sign documents by the **recovery operator** which relate to the service being provided. Whilst **you** are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until **you** have read and understood the content in full. In the event **you** require assistance with understanding such documents please contact **us** on 01704 225588.

## Emergency Repairs

Emergency repairs undertaken at the roadside by **recovery operators** cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance it is not always possible for **recovery operators** to accurately diagnose the fault with the **vehicle** or state whether the **vehicle** is in a roadworthy condition or otherwise safe to drive. **Recovery operators** are not instructed to conduct **vehicle** health inspections.

## Exclusions

applying to all sections unless otherwise stated

This membership does not cover the following: -

1. Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard 50mm tow ball coupling hitch.
2. Any costs incurred to attend the **vehicle** due to faults with electric windows, sun roofs, broken windows/windcreens or locks not working which prevent the **vehicle** from being parked securely, unless the fault occurs during the course of a journey and **your** safety is compromised.
3. Breakdowns caused by a failure to maintain the **vehicle** in a roadworthy condition including the routine servicing of the **vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
4. Costs incurred in addition to a standard **callout** where service cannot be undertaken at the roadside because the **vehicle** is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.
5. **Specialist Equipment**, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
6. Breakdowns caused by overloading of the **vehicle** or carrying more **passengers** than it is designed to carry.
7. Any subsequent Callouts for any symptoms related to a claim

- which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by the **recovery operator** or is in transit to a pre-booked appointment at a **suitable garage**.
8. The recovery of the **vehicle** and **passengers** if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If **vehicle** and **passenger** recovery is required **we** will only recover to one address in respect of any one **breakdown**.
  9. Any request for service if the **vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
  10. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
  11. The cost of any parts, components or materials used to repair the vehicle.
  12. Repair and labour costs other than an hour's roadside labour at the scene.
  13. The use of **specialist equipment** occasionally required because the **vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance.
  14. The cost of draining or removing the incorrect type of or any contaminated fuel.
  15. Storage charges.
  16. Any claim within 24 hours of the time the policy is purchased.
  17. Any **breakdown** that occurred before the policy commenced, the **vehicle** was placed on cover, or before the policy was upgraded.
  18. More than six **callouts** per insured person in any one Period of Insurance.
  19. Claims totalling more than £15,000 in any one Period of Insurance.
  20. Any costs or expenses not authorised by **our rescue co-ordinators** prior to being incurred.
  21. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
  22. Any charges where **you** or the Emergency Services arrange assistance or repairs by other means unless **we** have agreed to reimburse **you**.
  23. Any damage or loss to **your vehicle** or its contents caused by the **recovery operator**. It is **your** responsibility to ensure personal possessions are removed prior to **your vehicle** being transported.
  24. Nothing in this policy limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
  25. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
  26. Any cost that would have been incurred if no claim had arisen.
  27. Any false or fraudulent claims.
  28. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.
  29. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
  30. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired.
  31. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for any time that has to be taken off work because of a **breakdown**.
  32. Any cost incurred as a result of **your** failure to comply with requests by **us** or the **recovery operator** concerning the assistance being provided.
  33. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
  34. Fines and penalties imposed by courts.
  35. Any cost recoverable under any other insurance policy that **you** may have.
  36. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
    - a) Ionising radiation or contamination by radioactivity from an

irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.

- b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.
37. Any cover which is not specifically detailed within this policy.

## General Conditions

applying to all sections

1. **We** will provide cover if:
  - a) **You** have met all the terms and conditions within this membership.
  - b) The information provided to **us**, as far as **you** are aware, is correct.
2. Details of **your** cover may not reach **us** by the time assistance is required. In this unlikely event, **we** will assist **you** however before assistance can be provided **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **we** receive confirmation that **you** have adequate cover the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate cover **we** will take payment for any uninsured costs.
3. The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
4. If a **callout** is cancelled by **you** and a **recovery operator** has already been dispatched, **you** will lose a **callout** from **your** policy. **We** recommend **you** to wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent **callouts**.
5. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
6. **We** have the right to refuse to provide the service if **you** or **your passengers** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue co-ordinators** or the **recovery operator**.
7. The **vehicle** must be registered to and ordinarily kept at an address within the **territorial limits (UK)** and **you** must be a permanent resident within the **territorial limits (UK)**.
8. **Vehicles** must be located within the **territorial limits (UK)** when cover is purchased and commences.
9. When **you** contact **us** for assistance **we** may ask if **your vehicle** is fitted with alloy wheels. **We** must be advised the correct information at this time. If **we** are not made aware and **we** are unable to provide service promptly or efficiently through the **recovery operator** who will be assisting **you**, **you** will be charged for any additional costs incurred.
10. If in **our** opinion the **vehicle** is beyond economical repair or the cost of the claim is likely to exceed the market value of the **vehicle** in its current condition following the **breakdown**, **we** have the option to pay **you** the market value of the **vehicle** in its current condition and pay **your** transportation costs to **your home address**. It will be **your** responsibility to apply for a Certificate of Destruction or other such document and **you** will be required to pay for any storage costs whilst this is obtained. If **you** would prefer the **vehicle** to be transported to **your home address** or original destination, this can be arranged but **you** will need to pay any costs which exceed the market value of the **vehicle** in its current condition. If the **vehicle** is beyond economical repair, **you** will have one week to advise **us** of how **you** wish to transport or dispose of the **vehicle**. If **you** do not contact **us** within one week **you** consent to **us** to dispose of the **vehicle**.
11. If **we** are able to repair **your vehicle** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card. If **you** do not have sufficient funds to pay for the parts, all further cover for the claim for this policy will cease.
12. In the event **you** use the service and the claim is subsequently found not to be covered by the policy **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the uninsured service.

13. **We** may decline service if **you** have an outstanding debt with **us**.
14. If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
15. **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**.
16. The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. **We** will endeavour to help arrange alternative transport but **you** will need to pay for this service immediately by credit or debit card.
17. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided. If **you** are unable to make a connection on any of the numbers provided, please call 01603 327180.
18. The policy is not transferable.

Should **you** wish to contact **us**, **we** can be contacted by:

- Mail: Customer Services, c/o Driver Guardian Rescue LTD, Driver Guardian House, 1 Slaidburn Crescent, Southport Merseyside PR9 9YF.
- Email: [einfo@driverguardian.co.uk](mailto:einfo@driverguardian.co.uk)
- Facsimile: 01206 364268

## Cancellation Rights

This policy has a cooling off period of 14 days from the time **you** receive this information or from the purchase date, whichever is the later. If **you** do not wish to continue with the insurance **we** will provide a refund of membership fees paid, providing no claim has been made.

**You** may cancel **your** cover after the 14 day cooling off period but no refund of membership fees is available.

**We** have the right to cancel this policy at any time by sending 7 days notice to **your home address** however **we** must have valid reasons for doing so. Valid reasons include but are not limited to:

- Suspected or proven fraud
- Non-payment of premium when it is due
- **We** discover **you** are no longer eligible for cover with **us**
- If **you** are threatening or abusive to **our** staff or the people **we** instruct to assist with **your breakdown**, including the **recovery operators**.

In such situations, providing no claim has been made, **we** will refund the unexpired portion of **your** membership fee.

## Our Promise To You

**We** aim to provide a high standard of service. Please telephone **us** if **you** feel **we** have not achieved this and **we** will do **our** best to rectify the problem immediately.

## Complaints Procedure

Any complaint **you** have regarding **your** policy should be addressed to the policy administrator:

Customer Services, Driver Guardian Rescue LTD, Driver Guardian House, 1 Slaidburn Crescent, Southport Merseyside PR9 9YF. Tel 01704 225588

Please include the details of **your** cover and in particular **your** membership number, to help **your** enquiry to be dealt with speedily.

**We** promise to:

- acknowledge **your** complaint within three working days of

receiving it;

- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **your** complaint within eight weeks. If this is not possible for any reason, **we** will write to **you** to let **you** know when **we** will contact **you** again.

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

## Your Personal Information

**We** (defined in the cover wording as Driver Guardian) collect and maintain personal information in order to administer this policy and provide the service detailed within this Cover Wording. All personal information is safeguarded with appropriate levels of security and in accordance with the Data Protection Act.

**We** will only share your information in the following circumstances:

- It is allowed by law
- It has been authorised by You
- It is to prevent fraud
- It is provided to Recovery Operators or other suppliers as required to fulfil Our obligations in this Policy Wording and in which case Your information will be limited to the minimum information ordinarily required.

Under the terms of the Data Protection Act You have the right to ask for a copy of any personal information **We** hold about You for an administrative fee. You will also have the right to ask for correction of any information held. Any inaccurate or misleading data will be corrected as soon as possible.

Enquiries in relation to data held by **Us** should be directed to the Customer Services Department, Driver Guardian Rescue, Driver Guardian House, 1 Slaidburn Crescent, Southport Merseyside PR9 9YF. '

## Privacy Notice

**We** are Driver Guardian Rescue LTD. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please contact our Data Protection Officer at: Driver Guardian Rescue, Driver Guardian House, 1 Slaidburn Crescent, Southport Merseyside PR9 9YF. or by emailing [info@dgrescue.co.uk](mailto:info@dgrescue.co.uk).

## Collecting your information

**We** collect a variety of information about you including personal information such as your name, address, contact details, date of birth and IP address (which is a unique number identifying your computer). Where relevant, we also collect sensitive personal information such as details regarding your health, credit history and/or criminal convictions.

**We** also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

## Using your information

The main reason we collect your personal and/or sensitive information is because we need it to provide you with the appropriate membership quotation, cover and price as well as manage your cover such as handling a claim or issuing documentation to you. Our assessment of your cover application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with cover.

**We** will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past cover; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where we will only use your information if you have given us permission such as using or collecting sensitive information. If you have given us such information about someone else, you would have confirmed that you have their permission to do so.

## **Sharing your information**

We share your information with a number of different organisations which include, but are not limited to: carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

## **Keeping your information**

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

## **Use and storage of your information overseas**

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

## **Your rights**

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy.

Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request we will always let you know our reasons.

## **Call Recording**

To help us provide a quality service, your telephone calls may be recorded.

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