



Customer Service
Cornhill
Direct

Car

Accident Recovery

Cornhill
Direct

PLEASE KEEP YOUR POLICY IN A SAFE PLACE



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Important information

Thank you for taking out Cornhill Direct Accident Recovery insurance with us.

Your policy schedule shows the sections of the policy you have chosen, the vehicle that is covered and any special terms or conditions that may apply.

It is very important that **you** read the whole of this policy before **you** travel and make sure **you** understand exactly what is and is not covered and what to do if **you** need to claim.

If you need to contact us, you should call Cornhill Direct Recovery on **0800 777 149**. Textphone **020 8666 9562** or write to Mondial House, 102 George Street, Croydon CR9 1AJ.

If **you** are calling from a mobile phone **you** may wish to contact **us** on 020 8603 9449. If you require assistance in Europe please contact us on **(44) 20 8666 9228**.

Please have the following information available:

Your exact location, a telephone number where **you** can be contacted and **your** registration number.

Insurer

Your Cornhill Direct Accident recovery insurance is underwritten by Mondial Assistance Europe N.V. and administered in the UK by Mondial Assistance (UK) Limited.

How your policy works

Your policy and policy schedule is a contract between you and **us**. We will pay for any claim **you** make which is covered by this policy and happens during the **period of insurance**. Unless specifically mentioned the benefits and exclusions within each section, apply to each **person insured**. **Your** policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the heading 'Definition of words'. These words have been highlighted by the use of bold print throughout the policy document.

Telling us about relevant facts

Before **you** travel **you** must tell us about anything that may affect your cover. 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** cover may be refused and **we** may not cover any related claims.

Cancellation rights

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

You can contact Cornhill Direct Accident recovery by phoning 0800 777 149. Textphone 020 8666 9562 or writing to us at Mondial House, 102 George Street, Croydon CR9 1AJ. If during this 14 day period you have asked **us** to perform or provide the services given under this policy, then **we** are entitled to recover all costs that **you** have used for the service 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.

Data protection

Information about **your** policy may be shared between Allianz Insurance plc, Mondial Assistance (UK) Limited and Mondial Assistance N.V. for underwriting and administration purposes.

You should understand that the sensitive health and other 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 will not be shared with third parties for marketing purposes. **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 for policies purchased on or before the 31st December 2009 is limited up to 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Policies purchased after this date will be covered 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.

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.

Contracts (Rights of Third Parties) Act 1999

We, the **insurer** and **you** do not intend any term of this contract to be enforceable pursuant to the Contract (Rights of Third Parties) Act 1999.

Renewal of your insurance Cover

Allianz Insurance plc will send **you** a renewal notice prior to the expiry of the **period of insurance** as shown on **your** policy schedule at the same time as the renewal notice for **your** vehicle insurance renewal.

The terms of **your** cover and the premium rates may be varied by **us** at the renewal date. Allianz Insurance plc will give you at least 21 days written notice before the renewal date should this happen.

At renewal **you** must tell **us** about relevant facts as this may affect the cover provided. If **you** do not do this, it may invalidate **your** insurance.

The following definitions apply

Period of insurance

The period shown in **your** current Certificate of Motor Insurance.

Insured Vehicle

Your motor vehicle as described in **your** current Certificate of Motor Insurance.

This also includes any caravan or trailer attached to **your** motor vehicle.

Vehicle must be no more than:

- 3.5 tonnes when fully loaded;
- 5.5 metres (18 feet) long; or
- 2.3 metres (7 feet 6 inches) wide.

Any caravan or trailer attached to **your** vehicle must not be more than 6.42 metres (21 feet) long, including the tow bar.

Insured Incident

The immobilisation of the **Insured Vehicle** as a result of an accident, fire, theft, attempted theft or act of vandalism.

Insured Person(s), you, your, yours

Means **the policy holder** or any other person who at the time of the **Insured Incident** is driving or is a passenger in the **Insured Vehicle** and is not a hitch-hiker.

We, us, our, Cornhill Direct Accident Recovery

Mondial Assistance Europe N.V. as insurer and is administered in the UK by Mondial Assistance (UK) Ltd.

Mondial Assistance Europe N.V. is authorised by the De Nederlandsche Bank (DNB) in the Netherlands and are regulated by the Financial Services Authority for the conduct of UK business.

Mondial Assistance (UK) Ltd. Registered in England no 1710361 are authorised and regulated by the Financial Services Authority (FSA).

The policy holder

The person shown as the insured in **your** Cornhill Direct Policy Schedule.

What is covered in the UK by Cornhill Direct Accident Recovery

Territorial limit

The **territorial limit** for UK Assistance is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

1 Accident Recovery and onward travel

We will take the **Insured Vehicle** and up to six **Insured Persons** to **your** destination in the United Kingdom after an **Insured Incident**. As part of the same journey the **Insured Vehicle** may be taken to a Cornhill Direct Approved Repairer or to another of **your** choice within 10 miles.

2 Accident Recovery and onward travel

If **you** do not wish **your** vehicle to be taken to a suitable repairer, **we** will arrange and pay for the transportation of the **Insured Vehicle** and up to six **Insured Persons** to **your** home address or **your** original destination.

3 Replacement driver

If the only driver cannot drive because of an illness or injury within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement driver to take **you**, the **Insured Vehicle** and up to six **Insured Persons** to **your** destination within the United Kingdom. **We** will need to see all medical and other evidence. **We** will not cover any costs that **you** would have paid in continuing **your** trip or returning home.

4 Message service

We can relay up to three telephone messages to family members, friends or business associates of **yours** to advise of the unforeseen travel delays within the **territorial limits** and within the **period of insurance**.

What is covered in Europe by Cornhill Direct Accident Recovery

Territorial limit

The **territorial limit** for European Assistance is Andorra, Austria, Belgium, Balearics, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, Romania, the Republic of Ireland, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe and Uskudar.

1 Roadside Assistance and Recovery

We will come out to the **Insured Vehicle** if **you** cannot drive it after an **Insured Incident** within the **territorial limit** and within the **period of insurance**.

Labour and call-out charges involved in providing roadside assistance after an **Insured Incident** will be arranged and paid by **us** if there is a reasonable chance that the roadside assistance will make the **Insured Vehicle** fit to drive;

or

The **Insured Vehicle** will be taken to the nearest local repairer or safe storage place after an **Insured incident**.

If **you** have an **Insured Incident** on a motorway or any other major public road

outside the United Kingdom or the Republic of Ireland, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre.

2 Returning the Insured Vehicle to the UK

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

If the **Insured Vehicle** cannot be repaired before **your** scheduled return to the UK or the **Insured Vehicle** is stolen outside the UK and not recovered until after **you** have returned to the UK, **we** will pay for the following:

- The reasonable costs of taking up to six **Insured Persons** and **your** luggage to **your** home in the UK 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 suitable repairer near **your** home.
- If **you** had to leave the **Insured Vehicle** abroad, **we** will pay the costs of one standard class single ticket by rail or sea (or by air if the travel would take more than 12 hours by train or boat) for **you** or a driver of **your** choice to collect the **Insured Vehicle**. **We** will also pay any necessary and reasonable expenses on the outward journey for one person collecting the **Insured Vehicle**, including accommodation. **We** will pay up to a maximum of £600.

The maximum **we** will pay to repatriate the **Insured Vehicle** will be its current market value in the United Kingdom.

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

3 Loss of use of the Insured Vehicle

If at any time during **your** trip, **you** cannot use the **Insured Vehicle** due to an **Insured Incident** within the European Assistance **territorial limits** and the vehicle will be out of use for more than eight hours;

or

If the **Insured Vehicle** is stolen within the European Assistance **territorial limits** and not recovered within eight hours **we** will organise and pay for one of the following:

- Taking up to six **Insured Persons** and **your** luggage to **your** original destination within the European Assistance **territorial limits**, and returning **you** to the **Insured Vehicle** after it has been repaired.
- Accommodation including one daily meal (excluding alcoholic beverages) for up to six **Insured Persons** while the **Insured Vehicle** is repaired. **We** will pay a maximum of £45 per person per day for up to five days.
- Up to £750 towards the costs of hiring another vehicle while the **Insured Vehicle** remains unserviceable.

4 Storage

If the **Insured Vehicle** has to be stored whilst **you** are waiting for it to be repaired, **we** will pay for the cost of storing the **Insured Vehicle**. The most **we** will pay is £100.

5 Replacement driver

If there is an accidental injury, sudden illness or death which means that there is no **Insured Driver**, **we** will pay for a replacement driver to take **you**, the **Insured Vehicle** and up to six **Insured Persons** to **your** home address in the UK. **We** will need to see all medical and other evidence. **We** will not cover any costs that **you** would have paid in continuing **your** trip or returning home such as hotel, fuel or road tolls.

We will pay accommodation costs on **your** return journey provided these costs would not have occurred if the trip had gone ahead as planned. The most **we** will pay is £45 per person per night for up to six **Insured Persons** for a maximum of two days.

6 Parts delivery

If the parts needed to repair the **Insured Vehicle** are not available locally, **we** will arrange and pay for these parts to be delivered. These costs do not include the costs for the spare parts and any custom duty. This excludes any parts which are no longer made, can not be bought from a wholesaler or agent or can not be exported to the country where the **Insured Vehicle** is.

What is not covered under both UK and European Assistance:

We will not provide cover for the following.

- a. Any costs **we** have not agreed to.
- b. Any costs **you** would normally have to pay, such as petrol and toll charges.
- c. An **Insured Vehicle** which is not kept in a roadworthy condition, or serviced according to the manufacturer's recommendations. **We** may ask for proof that the **Insured Vehicle** was fit at the start of the insured trip to drive including an MOT certificate if applicable.
- d. The **Insured Vehicle** being used for any criminal act.
- e. Anything to do with alcohol, drugs or solvent abuse.
- f. An **Insured Vehicle** **we** cannot recover because of bad weather conditions, like floods, snow or high winds, or because **your** vehicle is stuck in sand, mud, water and snow. If specialist equipment is needed to recover **your** vehicle, **you** will have to pay the extra cost.
- g. Any release fees **you** have to pay if **your** vehicle is stolen and recovered by the police.
- h. Any loss or damage which is the result of an **Insured Incident**.
- i. Alleged speeding offence where no other offence is involved.
- j. Defence of an alleged offence where there is no reasonable prospect of affecting the outcome of the prosecution.
- k. Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- l. The **Insured Vehicle** being used for racing, rallies, competitions or off-road use.
- m. Any costs covered by any other insurance policy.
- n. Claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel;
- or
- the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- o. Claims arising from war, invasion, riot, revolution or a similar event.
- p. Any **Insured Incident** while the **Insured Vehicle** towing or carrying more weight or people than it is designed for as shown in the manufacturer details.
- q. Vehicles used for hire or reward, including taxi or for the carriage of goods for reward.
- r. **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.
- s. Any costs for spare parts and any customs duty. Where **we** have paid such costs on **your** behalf, **we** require reimbursement within one month of payment.
- t. Any costs for the labour involved in repairing the **Insured Vehicle**.

Conditions that apply to all sections

- a. **The policy holder** may cancel this section within 14 days of receiving the policy wording. As long as **the policy holder** has not made any claims, **we** will refund any money **the policy holder** has paid. **The policy holder** cannot make a claim after cancelling this section.
- b. This section may be cancelled by **the policy holder** or **us** at any time by providing 7 days notice in writing by recorded delivery. In such event provided no claims have been made **we** will refund the pro rata premium applicable.
- c. Every notice which needs to be given under this section must be given in writing. If **the policy holder** gives **us** notice, **the policy holder** must send it to **our** head office. If **we** give **the policy holder** notice, **we** must send it to **the policy holder's** last known address.
- d. If there is a dispute between **the policy holder** and **us**, the matter may be referred to an arbitrator, who **the policy holder** and **we** agree to. If **we** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.
- e. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **the policy holder** or **us**, the arbitrator will decide how **the policy holder** and **we** will share the costs.
- f. This section will be governed by the law of England and Wales.
- g. Do not make **your** own arrangements.
- h. **The policy holder** and **your** passengers must be with the **Insured Vehicle** when the repair or recovery vehicle arrives, unless **the policy holder** has made other arrangements with **us**.
- i. If **we** provided a service that **the policy holder** is not entitled to, **the policy holder** will have to pay for the service provided.
- j. If **we** arrange for temporary roadside repairs **the policy holder** must then immediately arrange any permanent repairs that may be necessary.

Customer Service

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly.

We will always confirm to **the policy holder**, within five working days, that **we** have received **the policy holder's** complaint, and do **our** best to sort out the problem within four weeks. If **we** cannot, **we** will let **the policy holder** know when to expect the answer.

Please contact the Quality Standards Manager at the following address:

Cornhill Direct Accident Recovery
Mondial House
102 George Street
Croydon
CR9 1AJ

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

If the insurer is unable to meet all of their liabilities, compensation may be available from the Financial Services Compensation Scheme.

You can ask **us** for more details or visit their website at www.fscs.org.uk

After a road accident you should do the following:

- If there are any witnesses, get their names and addresses.
- Go to hospital or **your** GP if **you** are injured (and take photographs of **your** injuries).
- Report the accident straight away to **Cornhill Direct**. This is a condition of **your** motor insurance.
- Keep all estimates for and receipts of repairs.

After a road accident you should not do the following:

- Admit or discuss responsibility with anyone involved in the road accident.
- Leave an injury to heal without getting medical attention.
- Contact the other person's insurance broker or insurers.
- Let the other person repair **your** vehicle.

Dealing with your personal information

We reserve the right to pass **your** information on to trustworthy third parties that **we** may use for the provision of certain services which are primarily claims or assistance related, for example, recovery operators, solicitors and loss adjusters. These third parties are contracted to Mondial Assistance and as part of their contractual obligations are not permitted to disclose **your** information to other parties.

Call Monitoring and Recording

We may monitor and record telephone calls in order to improve **our** service.

How to contact us

In the event of an accident please call

0800 777 149

24-hour Accident Recovery Helpline

0844 391 4111

Car Claims Helpline

Open 8am – 6pm Monday – Friday

9am – 1pm Saturday

To improve our customer service, calls may be recorded or monitored

www.cornhilldirect.co.uk

Cornhill Direct Rescue is underwritten by Mondial Assistance Europe N.V. and is administered in the UK by: Mondial Assistance (UK) Limited, Registered in England No 1710361. Registered Office: Mondial Assistance (UK) Limited, Mondial House, 102 George Street, Croydon, CR9 1AJ. www.mondial-assistance.co.uk. Mondial Assistance (UK) Limited will act as agent for Mondial Assistance Europe N.V. with respect to the receipt of customer money; and for the purpose of settling claims and handling premium refunds.

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