



Breakdown Cover



20090728/CONTENT/BDPC/UW26/v2.0

This policy is underwritten by AmTrust International Underwriters Ltd. The insurance is effected in England and is subject to the Laws of England and Wales. The policy is administered by the cover holder Smart Assist, a trading name of Mynton Ltd.

Demands and Needs

Thank you for taking out our breakdown policy. This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a vehicle breakdown. As with any insurance, it does not cover all situations and you should read the document, including the General Exclusions and General Conditions, in conjunction with your schedule to make sure that it meets your specific needs.

Changing Your Policy

You should immediately contact 1st Central if you have any questions or need to make any alterations. It is very important that any alterations are notified as soon as they happen, particularly if you change your vehicle. Failure to inform us will delay assistance or even result in assistance being declined.

If you suffer a breakdown involving your vehicle please call:

UK Assistance 0844 414 2569

EU Assistance 00 44 1206 714806

(EU Assistance is only covered if shown on the schedule)



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Breakdown Cover Policy Summary

Some important facts about your Motor Breakdown insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document including the General Exclusions and General Conditions to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your Policy Schedule. Insurer : AmTrust International Underwriters Ltd.

Significant Features and Benefits	Significant and Unusual Exclusions or Limitations	Policy Section
<p>UK Roadside assistance and local recovery</p> <p>If you breakdown we will arrange for a vehicle rescue operator to attend and try to restore the vehicles mobility.</p> <p>If your vehicle cannot be made roadworthy your vehicle and up to 6 passengers will be taken to a garage within 10 miles of the place of breakdown to be repaired at your cost.</p>	<p>Breakdowns within a 1 mile radius of your home are not covered.</p> <p>Cover is limited to the vehicle registration on the schedule.</p> <p>Breakdowns within 48 hours of applying for cover are excluded.</p>	Section A
<p>UK Roadside assistance and National recovery (if specifically requested and paid for)</p> <p>Section A plus, if your vehicle cannot be made roadworthy at the place of breakdown and cannot be repaired the same day at a local garage, at our choice we will arrange and pay:</p> <ul style="list-style-type: none"> For the vehicle, driver and up to 6 passengers to be taken to your intended destination or home within the UK <p>Or, if you are more than 20 miles from home:</p> <ul style="list-style-type: none"> Bed & breakfast accommodation for one night, or pay up to £100 towards alternative transport/hire car costs to continue your journey And up to £100 for a single rail fare for one person to return and collect your vehicle 	<p>Breakdowns within a 1 mile radius of your home are not covered.</p> <p>Cover is limited to the vehicle registration on the schedule.</p> <p>Breakdowns within 48 hours of applying for cover are excluded.</p> <p>Bed & breakfast is limited to £40 per person, £160 in total.</p> <p>Hire vehicle rates are limited to a group 1 car.</p> <p>We will only recover to one address.</p>	Section B
<p>Homestart (if specifically requested and paid for)</p> <p>Section A and B plus, if your vehicle suffers a breakdown at or within a 1 mile of your home we will arrange and pay for a vehicle rescue operator to attend to restore the vehicles mobility.</p> <p>If your vehicle cannot be made roadworthy your vehicle and up to 6 passengers will be taken to a garage within 10 miles of the place of breakdown to be repaired at your cost.</p>	<p>Cover is limited to the vehicle registration on the schedule.</p> <p>Breakdowns within 48 hours of applying for cover are excluded.</p>	Section C
<p>European Assistance (if specifically requested and paid for)</p> <p>If you breakdown in Europe we will arrange and pay for a vehicle rescue operator to attend to try and restore the vehicles mobility.</p> <p>If your vehicle cannot be made roadworthy your vehicle and up to 6 passengers will be taken to the nearest garage to be repaired at your cost.</p> <p>If your vehicle cannot be repaired within 48 hours, provided your vehicle is a maximum of 10 years old at the time of breakdown we will arrange for the vehicle and up to 6 passengers to be</p>	<p>Cover is limited to the vehicle registration on the schedule.</p> <p>Breakdowns within 48 hours of applying for cover are excluded.</p> <p>Assistance following an accident is not covered</p> <p>For vehicles that exceed 10 years of age at the time of breakdown cover is limited to roadside assistance or recovery to a local garage. We will not pay for alternative transport/hire vehicle or accommodation</p>	Section D



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<p>transported to your home or original destination. Where agreed by our rescue provider we will also pay:</p> <ul style="list-style-type: none"> Up to £100 per day towards alternative transport/hire vehicle Up to £40 per person for the driver and up to 6 passengers per night for bed & breakfast accommodation 	<p>and we will not transport you vehicle home or to its original destination For vehicles aged 10 years or less at the time of breakdown :</p> <ul style="list-style-type: none"> Alternative transport/hire vehicle cost are limited to a maximum of £200 Daily hire vehicle rates are limited to those of a group 1 car Bed & Breakfast costs are limited to a maximum of £400 	
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Significant Exclusions that apply to the whole policy – For a full list of exclusions, please refer to the policy terms and conditions	Exclusion number in policy wording
The actual cost of repairs, including parts, components and materials	E4
The recovery of the vehicle and passengers if repairs can be carried out at or near the place of breakdown within the same working day	E11
The costs of recovery to more than one address in respect of any one breakdown	E12
Accommodation, alternative transport and hire car costs if repairs can be carried out near the scene of the breakdown within an agreed time	E13
Costs relating to damaged wheels or tyres where your vehicle is designed to carry a serviceable spare wheel, aerosol repair kit and for whatever reason does not do so, or where an appropriate jack, or locking mechanisms for the wheels are not immediately available to remove the wheels	E15
Any request where the vehicle is being used for motor racing, rallies, track days, or any contest or speed trial or practice for any of these activities	E18
Any assistance where the vehicle is being used for public hire, private hire or courier services	E19
Any damage to your vehicle or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided	E23
Any request for service where remedial action has not been taken within two working days following a previous breakdown or temporary repair, unless in transit between a temporary repair and a repairing garage	E28
More than 4 call outs per policy year	E29

Cancellation Right

We hope you are happy with the cover this policy provides. During the fourteen days ‘cooling off’ period after initial purchase, you may cancel your policy and your premium will be refunded in full providing you have not made a claim or used the service. In the event of a claim being made during this period, no refund of premium will be made. After the fourteen day ‘cooling off’ period you have the right to cancel this policy by writing to your intermediary. No refund of premium will be made.

We may cancel this policy by giving you fourteen days notice to your last known UK address. If we do this we will refund any unused part of your premium as long as you have not made a claim during the period of cover. In the event of a claim being made during this period, no refund of premium will be made.

How to make a claim

If your vehicle breaks down please call our 24 hour control centre on the telephone numbers stated within your policy documentation. Please have your return telephone number, vehicle registration number and details of your precise location to hand.

Complaints Procedure

We make every effort to provide the highest standards of service. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

- You can write to the Coverholder, who will arrange an investigation on our behalf at: Smart Assist, PO Box 2568, Henfield, West Sussex BN5 0BS
- Or to The Claims Manager, AM Trust International Underwriters Ltd., PO Box 10534, Dublin 2, Republic of Ireland
- If the matter still remains unresolved you can then write to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR



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Definitions

The following words or phrases have the same meaning wherever they appear in this Policy:

Accident

A collision in the UK immediately rendering the specified vehicle immobile or unsafe to drive which has been reported to 1st Central.

Breakdown

Immobilisation of the specified vehicle as a result of mechanical or electrical breakdown, flat tyre, lack of fuel, wrong fuel or flat battery.

Period of Cover

The date you leave the UK to the date you return to the UK

Home

The address last notified to us by 1st Central

Schedule

Details of the specified vehicle, period of cover and sections of this policy that are covered

Vehicle

The car, motorcycle or light commercial vehicle specified on the schedule which must be a maximum of:

- 20 years of age at inception
- 3,500kg (3.5 tonnes) when laden
- 5.18 metres (17 feet) long
- 1.905 metres (6 feet 3 inches) wide
- 2.44 metres (8 feet) high

We will also recover with your vehicle, at no extra cost, a caravan or trailer that is attached to your vehicle at the time of the breakdown provided:

- It is fitted with a standard towing hitch
- It does not exceed 7 metres (23 feet) in length

UK

Great Britain, Northern Ireland, Isle of Man and Channel Islands

We/our/us

Smart Assist

You, your, driver

The policy holder or any person driving with your permission



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What to do if you breakdown in the UK

If you breakdown please call our 24 hour Control Centre on - **0844 414 2569**

You will be asked to provide the following information to our rescue controller who will use this to validate your policy cover:

1. Your return telephone number with area code
2. Your vehicle registration number
3. The precise location of your vehicle (or as accurate as you can be)

We will take your details and ask you to remain by the telephone that you are calling from. Once we have made arrangements we will call you and advise you of the expected arrival time of our rescue operator. You will be asked to remain nearby your vehicle until our rescue operator arrives. If you have a mobile phone you will be asked to keep this line free.

If you have broken down on a motorway and have no other means of contacting us, or are unaware of your location, please use the nearest SOS box and give them our telephone number. They will then contact us to provide assistance.

If the police attend please tell them that you have contacted us or give them our telephone number to call us on your behalf.

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

Message Service

If you ask, we will pass on up to 2 messages to let others know of your predicament.



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Cover

Your schedule shows the sections that you have purchased and are in force to the specified vehicle. Each section confirms what is and what is not covered during the period of cover.

Keys – Provided with all levels of cover

What is covered:

If you break, lose or lock your keys in your car we will arrange and pay for your vehicle to be recovered to our nearest recovery operator's base or your home if closer.

What is not covered:

- Assistance within 48 hours of purchasing cover
- All other costs, which must be met by you



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Section A – UK ROADSIDE ASSISTANCE AND LOCAL RECOVERY

What is covered under section A:

A1. If your vehicle suffers a breakdown or is in an accident in the course of a journey more than 1 mile from your home, we will arrange and pay for a rescue provider to go to the place of breakdown to try and restore your vehicles mobility.

If in the opinion of our rescue provider mobility cannot be restored at the place of breakdown we will arrange and pay for your vehicle, driver and up to 6 passengers to be taken to a local garage of our choice within 10 miles of the place of breakdown.

What is not covered under section A:

- Breakdowns within 1 mile of your home
- Assistance within 48 hours of purchasing cover
- Recovery to a location more than 10 miles from the place of breakdown
- Exclusions that apply to the whole policy in Section E, General Exclusions



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Section B – UK ROADSIDE ASSISTANCE AND NATIONAL RECOVERY (only covered if shown in the schedule)

What is covered under section B:

B1. If you have opted and paid for this cover we will provide all the benefits of section A, plus if your vehicle cannot be repaired the same working day at a local garage we will either:

B1.1 Arrange and pay for your vehicle, driver and up to 6 passengers to be transported to your home or original destination within the UK in a single trip. We will only recover to one address

Or

B1.2 Provided you are more than 20 miles from home, where specifically agreed by our rescue operator, to complete a journey we will:

B1.2.1 Pay up to a maximum of £100 towards alternative transport costs or the hire rates of a group 1 car

Or

B1.2.2 Pay up to £40 per person for 1 night bed & breakfast accommodation up to a maximum of £160

And

B1.2.3 Pay the cost of a single standard rail ticket up to a maximum of £100 for one person to return and collect your vehicle

Once cover is specifically agreed by us, you will be required to organise and initially pay the cost of alternative transport, vehicle hire or accommodation and rail tickets. We will only reimburse claims when we are in receipt of a valid invoice/receipt, which should be sent to Smart Assist, PO Box 2568, Henfield, BN5 0BS.

What is not covered under Section B:

- Breakdowns within 1 mile of your home
- Assistance within 48 hours of purchasing cover
- Exclusions that apply to the whole policy in Section E, General Exclusions



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Section C – UK ROADSIDE ASSISTANCE, NATIONAL RECOVERY AND HOME START (only covered if shown in the schedule)

What is covered under section C:

If you have opted and paid for this cover we will provide all the benefits of sections A and B, plus:

C1. Breakdown assistance at or within 1 mile of your home

What is not covered under section C:

- Assistance within 48 hours of purchasing cover
- Exclusions that apply to the whole policy in Section E, General Exclusions



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Section D – EUROPEAN (only covered if shown on the schedule)

Cover under this section can only be taken out before leaving the UK. You must ensure that your vehicle has been serviced in accordance with the manufacturer's recommendations before departure.

What is covered under section D:

If you have opted and paid for this cover we will provide cover in the specified European countries where the maximum duration of any single trip does not exceed 31 consecutive days and no more than 90 days in total during any one period of cover. Please ensure that you carry your V5 registration document with you together with details of your travel arrangements.

European countries covered are:

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

For assistance in Europe call - **00 44 1206 714806**

In addition to the questions we ask in the UK to validate your policy we will require:

- To know if you are on the inward or outward part of your journey
- Your booking arrangements

Once we have all the required information we will liaise with our European network. You will be asked to remain at the phone number so that we can update you on progress. Regulations are different when you breakdown in Europe and help may take longer to arrive.

If your vehicle breaks down we will:

- D1. Arrange and pay for a rescue provider to go to the place of breakdown to try and restore your vehicles mobility. If your vehicle cannot be repaired at the place of breakdown we will arrange for your vehicle, driver and up to 6 passengers to be taken to the nearest garage of our choice able to undertake repairs.
- D2. If your vehicle cannot be repaired within 48 hours or any other time that we agree, provided your vehicle is less than 10 years old at the time of the breakdown, we will arrange for your vehicle, you and up to 6 passengers to be transported either to your home or original destination. During the 48 hours, where specifically agreed by our rescue provider, we will also:



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D2.1 Pay up to £100 per day towards alternative transport or the hire rates of a group 1 car up to a maximum of £200

And

D2.2 Pay up to £40 per person for the driver and up to 6 passengers per night for bed & breakfast accommodation up to a maximum of £400

Once cover is specifically agreed by us, you will be required to organise and initially pay the cost of alternative transport, vehicle hire and accommodation. We will only reimburse claims when we are in receipt of a valid invoice/receipt, which should be sent to Smart Assist, PO Box 2568, Henfield, BN5 0BS.

What is not covered under section D:

- Any assistance within 48 hours of purchasing cover
- Any assistance following an accident outside the UK
- Repatriation, alternative transport, vehicle hire and accommodation costs if your vehicle is more than 10 years old at the time of breakdown
- Repatriation where costs are likely to exceed the market value of the vehicle
- Repatriation of the vehicle within 48 hours of the original breakdown regardless of existing travel arrangements or commitments in the UK
- Repatriation if the vehicle can be repaired but you do not have adequate funds to do so
- Ferry and toll fees outside the UK
- Exclusions that apply to the whole policy in **Section E, General Exclusions**



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Section E – GENERAL EXCLUSIONS (that apply to all sections of this policy)

- E1. Any assistance within the first 48 hours of purchasing cover
- E2. Breakdowns or accidents to the caravan or trailer itself
- E3. Assistance for vehicles not registered with us
- E4. The actual cost of repairs, including parts, components and materials
- E5. Labour costs other than the first half an hour provided by our rescue provider at the place of breakdown
- E6. Any costs or expenses not authorised by our rescue controller
- E7. The cost of telephone calls, food, drinks or other incidentals
- E8. The cost of alternative transport or a hire vehicle other than to complete a journey and a return trip to collect your repaired vehicle
- E9. The cost of fuel, oil, insurance and other incidentals for a hire vehicle
- E10. Assistance if you already owe us or our agents money
- E11. The recovery of the vehicle and passengers if repairs can be carried out at or near the place of breakdown within the same working day
- E12. The costs of recovery to more than one address in respect of any one breakdown
- E13. Accommodation, alternative transport and hire car costs if repairs can be carried out near the scene of the breakdown within an agreed time
- E14. Breakdowns caused by failure to maintain the vehicle in a roadworthy condition including maintenance or proper levels of oil and water
- E15. Costs relating to damaged wheels or tyres where your vehicle is designed to carry a serviceable spare wheel, aerosol repair kit and for whatever reason does not do so, or where an appropriate jack, or locking mechanisms for the wheels are not immediately available to remove the wheels. In this event we may offer to recover your vehicle to an appropriate local garage at your expense subject to immediate payment by debit or credit card
- E16. Assistance where your vehicle is not easily accessible to a standard vehicle transporter, or is immobilised due to snow, mud, sand or flood
- E17. Assistance if your vehicle cannot be transported safely and legally using a standard vehicle transporter



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- E18. Any request where the vehicle is being used for motor racing, rallies, track days, or any contest or speed trial or practice for any of these activities
- E19. Any assistance where the vehicle is being used for public hire, private hire or courier services
- E20. Assistance where the vehicle is overloaded or carrying more passengers than it was designed to carry
- E21. Claims not notified via our stated telephone numbers and authorised by our controller before any expense is incurred
- E22. The charges of any other company (including police recovery) other than those of our recovery operator
- E23. Any damage to your vehicle or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided.
- E24. Any false or fraudulent claims
- E25. Costs where you have failed to cooperate with us or our recovery operator
- E26. Fines and penalties imposed by courts
- E27. Any charges where you have contacted us or our rescue operator and then effected recovery by other means unless specifically authorised by us
- E28. Any request for service where remedial action has not been taken within two working days following a previous breakdown or temporary repair, unless in transit between a temporary repair and a repairing garage
- E29. More than 4 call outs per policy year
- E30. Any cost recoverable from another insurance policy that you may have
- E31. Storage charges
- E32. Assistance where the vehicle can be safely driven to a local repairer, unless the fault occurs during the course of a journey and your safety is compromised
- E33. Assistance if the vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport
- E34. Recovery of the vehicle or your transport costs to return the vehicle home once it has been inspected or repaired
- E35. Any costs that you would have incurred if no claim had arisen



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- E36. Cost of replacement fuel and removal of incorrect fuel or fluids
- E37. A request for service following any intentional or wilful damage caused by you to your vehicle
- E38. Assistance where glass or windscreens have been broken or damaged
- E39. Any cover which is not specifically detailed in this policy
- E40. 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, rebellion, revolution, military or usurped power



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Section F – General Conditions

- F1. We will provide cover if:
- You have met all the terms and conditions within this insurance
 - The information provided to us, as far as you are aware, is correct
- F2. The policy is not transferable and the level of cover purchased cannot be changed mid term. If you find that the level of cover purchased does not meet your needs after the 14 day cooling off period you will need to cancel the policy without refund and apply for a new policy with the correct level of cover required
- F3. You are responsible for the safety of your vehicle and its contents. The driver of the vehicle must remain with or nearby the vehicle until our rescue operator arrives
- F4. You must provide us with proof of your outbound and inbound travel dates if requested
- F5. We may decline service if you have an outstanding debt with us
- F6. The driver must inform us when calling for assistance if the vehicle is fitted with alloy wheels. If our rescue operator is not told, you will be charged for any additional costs incurred
- F7. You must carry a serviceable spare tyre and wheel, aerosol repair kit and appropriate jack where this is manufacturers standard equipment
- F8. If your car can be repaired at the roadside, you must accept the assistance provided and pay immediately by credit or debit card for any parts supplied and fitted to repair your vehicle at the roadside
- F9. We have the right to refuse service if you or your passengers are being obstructive in allowing us to provide the most appropriate assistance or are abusive to our rescue provider or operators
- F10. If a call out is cancelled by you after our rescue operator is dispatched or you leave the scene of the breakdown before our operator arrives, it will still be treated as one of your call outs under this policy. We recommend that you wait for assistance from our rescue operator. If you do not wait for assistance and the vehicle breaks down again within 24 hours you will be charged for the subsequent call outs
- F11. Your vehicle must be permanently registered in the UK and if required have a current MOT. It must be maintained in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacturer's specifications. If, in the opinion of our rescue operator, the vehicle is found to be unroadworthy due to lack of maintenance we may refuse to pay for assistance unless you can provide MOT and service records. We may also terminate your policy immediately in writing to your last known home address
- F12. In the event that you use this service and the fault is not covered, we reserve the right to charge you or recover from you the costs of any uninsured services. You will be asked to pay immediately by credit or debit card



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- F13. You must have adequate funds to pay for parts, repairs, alternative transport, hire car and accommodation costs immediately. If you do not have funds available, any further services relating to the claim will be denied
- F14. The transportation of livestock, including dogs, will be at the sole discretion of the rescue operator. Alternative transport can be arranged but you will need to pay this service immediately by credit or debit card
- F15. You must tell us if you are covered for breakdown by any other policy or warranty
- F16. We reserve the right to claim back any costs that are recoverable from a third party. If you have a right of action against a third party, you shall cooperate with us to recover any costs incurred by us in your name
- F17. Regardless of circumstances, we will not be held liable for any costs incurred if you are unable to make a telephone connection to any of the numbers provided



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Cancellation

We hope you are happy with the cover this policy provides. During the fourteen days 'cooling off' period after initial purchase, you may cancel your policy and your premium will be refunded in full providing you have not made a claim or used the service. In the event of a claim being made during this period, no refund of premium will be made. After the fourteen day 'cooling off' period you have the right to cancel this policy by writing to 1st Central. No refund of premium will be made.

We may cancel this policy by giving you fourteen days notice to your last known UK address. If we do this we will refund any unused part of your premium as long as you have not made a claim during the period of cover. In the event of a claim being made during this period, no refund of premium will be made.



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Complaints Procedure

We make every effort to provide the highest standards of service. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

You can write to the Coverholder, who will arrange an investigation on Our behalf, at:

**Smart Assist,
PO Box 2568,
Henfield,
West Sussex
BN5 0BS**

Or to

**The Claims Manager,
AM Trust International Underwriters Ltd,
PO Box 10534
Dublin 2
Republic of Ireland**

If it is impossible to reach an agreement you have the right to make an appeal to the

**Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London
E14 9SR**

Or to

Telephone 0845 080 1800.

Nothing in this process will adversely affect your legal rights.

