



AUTOGUARD
WARRANTIES

lexmoto

Roadside Assistance Tier 3



... we have you covered

Autoguard Roadside Assistance & Recovery with Call Assist

**IN THE EVENT OF A BREAKDOWN CALL
UK 01206 812 776**

TERMS AND CONDITIONS

IN THE EVENT OF BREAKDOWN

Call our emergency helpline on: -
UK 01206 812 776

Section A - Roadside Assistance
(see page 4 for full details)

Section B - Nationwide Recovery
(see page 5 for full details)

Section C - Homestart in the UK
(see page 5 for full details)

Section D - Misfuelling
(see page 6 for full details)

Section E - Emergency Key Protection
(see page 6 for full details)

Section F - What This Service Does Not Provide
(see page 8 for full details)

Please be prepared to provide the operator with the following information:

- Your service contract number
- Your name
- Exact location of vehicle
- Nature of breakdown
- Registration number of the Vehicle

We will then arrange for one of our recovery operators to attend the given location, as quickly as possible.

Our helpline is available 24 hours a day,
365 days a year.

LEVEL OF ASSISTANCE

As defined on your Agreement Form.

CHANGE OF ADDRESS

Assistance at your home is only covered at the address registered at inception. If you change address please notify us immediately.

PERIOD OF ASSISTANCE

The service contract is for the period as stated on your Agreement Form.



Call Assist Limited, Axis Court, North Station
Road, Colchester, Essex CO1 1UX
UK Breakdown Tel: 01206 812 776

TERMS AND CONDITIONS

Call Assist Limited operates the 24-hour motoring assistance helpline.

This document sets out the terms and conditions of **your Autoguard** recovery and it is important that **you** read it carefully. There are different levels of assistance available. The assistance **you** hold will be set out in the accompanying Agreement Form. If changes are made, these will be confirmed to **you** separately in writing. Each section of assistance explains what is and is not included. The 'What is not covered' section applies to all sections of the assistance, and there are general conditions that **you** must follow so **you** are entitled to the assistance.

MEANING OF WORDS

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings.

WE, US, OUR

Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX, Registered Company Number 3668383.

In the Data Protection Act section of this service contract '**we**' also means Autoguard Warranties Ltd.

VEHICLE SERVICE CONTRACT

This service contract includes breakdown assistance for the specific **vehicle** (or **vehicles**) shown on **your** agreement form. These are the only **vehicles** that this assistance applies to.

YOU, YOUR, DRIVER

The service contract holder named on the Agreement form or any person driving the **vehicle**, and any passengers in the **vehicle**. (**We** will only help up to seven people, including the **driver**.)

VEHICLE(S)

Vehicle means the private motorcycle as identified on **your** Agreement Form which is less than 11 years old since first registration if **you** want help within Europe (no age restrictions for UK recovery).

If the **vehicle** **you** are in breaks down while **you** are towing a trailer, **we** will recover the **vehicle** and the trailer, as long as the trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.55 metres wide.

LEXMOTO APPROVED GARAGE

Any garage within the UK, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, that is officially approved by Lexmoto.

YOUR HOME

The last address (in the UK) **you** gave to Autoguard Warranties Ltd as being where **you** permanently live or where **you** keep **your vehicle**. **You** must have started out from **your home** on **your journey** for assistance to apply.

BREAKDOWN

Not being able to use the **vehicle** because of:

- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery;
- it having no fuel; or
- putting the wrong fuel into it.

TERRITORIAL LIMITS

UK, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

TERMS AND CONDITIONS

PERIOD OF ASSISTANCE

The period of time which the assistance applies to that is shown on **your** agreement form.

JOURNEY

A trip between **your** home in the UK and a place within the territorial limits. The trip must not be longer than 31 days in a row, or not more than 90 days in total during the period of assistance.

LUGGAGE

Suitcases or other bags that contain personal belongings for **your** journey.

The assistance provided under each section is governed by the general conditions and the 'What this service does not provide' section' shown in sections F and G.

HOW TO CONTACT US FOR HELP

To get UK emergency help, phone: 01206 812 776.

Text messaging is available if **you** are deaf, hard of hearing or have speech difficulties. Please text **your** full name, service contract number, vehicle registration and service contract postcode to 07537 404890.

You should have the following information available.

- The **vehicle's** registration number
- **Your** name, home postcode and contact details
- **Your** service contract number
- The make, model and colour of the **vehicle**
- The location of the **vehicle**
- An idea of what the problem is
- An SOS box number (if this applies).

We will take **your** details and ask **you** to stay by the phone. Once we have made all the arrangements, we will call or text **you** to advise who will be coming out to **you** and how long they are expected to take. **You** will then be asked to return to **your** vehicle.

SAFETY

Please take reasonable care at all times but stay near **your** vehicle until **our** recovery operator arrives. Once **our** operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that **you** have contacted **us** or give them our phone number to call **us** for **you**.

HELP ON MOTORWAYS

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the number shown above.

You will only be able to use the services we provide by contacting the emergency helpline number.

SECTION A ROADSIDE ASSISTANCE

What is Included

- If the **vehicle** breaks down more than one mile from **your** home, we will arrange and pay for a breakdown vehicle to come to the **vehicle** (for up to one hour) to try to get it working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, we will arrange for the **vehicle**, the **driver** and up to one passenger to be recovered to nearest **Lexmoto Approved Garage** for it to be repaired.
- **You** must pay the cost of any repairs*.
- If in the event a recovery is not possible due to the **Lexmoto Approved Garage** being closed, we will recover the vehicle to **your** home address and recover the **vehicle** to the **Lexmoto Approved Garage** the following day.
- If **you** lose or break **your** vehicle keys, we will pay for the call-out and mileage back to **our** rescue operator's base. **You** will have to pay all other costs.
- We will pass on up to two messages to either **your** home or place of work to tell them about **your** situation.

What is not Included

- A **breakdown** at or within one mile from **your** home.
- Travel outside the UK.
- Anything mentioned in the 'What this service does not provide' section (Please see section D.)

* If the failed component falls within the scope of your service contract then the service contract repair request procedure must be followed. You may then be able to get the repair cost partly or completely refunded.

TERMS AND CONDITIONS

SECTION B – NATIONWIDE RECOVERY IN THE UK

The assistance in this section applies as well as the assistance shown in section A.

What is Included

If the **vehicle** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at the nearest **Lexmoto Approved Garage**, we will choose the most appropriate solution from one of the following options, taking **your** circumstances into account.

Option 1: Nationwide Recovery: If you ask, we will take the **driver** and up to one passenger, together with the **vehicle**, to the nearest **Lexmoto Approved Garage**.

Option 2: If the **Lexmoto Approved Garage** is closed, we will take the **driver** and up to one passenger, together with the **vehicle**, to **your home address** and will then arrange for the **vehicle** to be taken to the **Lexmoto Approved Garage** when it is next open.

Option 3: Overnight Accommodation: we will pay the costs for bed and breakfast for one night only. We will pay up to £40 (inc VAT) for each person (up to a total of £80 (inc VAT per event).

Option 4: 24-hour UK hire vehicle: we will pay (up to £100) for a hire **vehicle** (with an engine of up to 1600cc for up to 24 hours). **You** will be responsible for returning the hire **vehicle** and collecting **your** repaired **vehicle**. **You** must meet the conditions of the hire-vehicle company to be able to hire a motorcycle.

EMERGENCY DRIVER

As well as the above, if during the journey, the **driver** cannot drive because of an injury or illness they have gained, and there is no one else able or qualified to drive the **vehicle**, we will provide, and pay for, a driver to finish the journey or return the **vehicle** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before we provide this service.

What is not Included

- A **breakdown** at or within one mile from **your home**
- Travel outside the UK
- Anything mentioned in the 'What this service does not provide' section'. (Please see section D.)

SECTION C – HOMESTART IN THE UK

The assistance in this section applies as well as the assistance shown in sections A (and B).

What is Included

- If the **vehicle** breaks down anywhere at or within one mile from **your home**, we will arrange and pay for a breakdown vehicle to come to where **you** are for up to one hour to try to get the **vehicle** working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, we will arrange and pay for the **vehicle**, the **driver** and up to one person to be taken to the nearest **Lexmoto Approved Garage**, for it to be repaired. **You** must pay the costs of any repairs.

What is not Included

- Travel outside the UK.
- Anything mentioned in the 'What this service does not provide' section. (Please see section D.)

TERMS AND CONDITIONS

SECTION D - MISFUELLING

The assistance in this section applies as well as the assistance shown in section A (and B, C).

What is Included

We will pay for the following if your **vehicle** is subject to misfuelling in the United Kingdom. The following services are available both on the forecourt, where safe and achievable to do so, and once the **vehicle** has been driven away:

- **Draining and flushing the fuel tank** using a specialist roadside **vehicle or recovery of the vehicle**, the driver and up to one passenger to the nearest repairer to drain and flush the fuel tank. Refuelling the fuel tank with up to 10 litres of the correct fuel. A maximum value of £250 per call out applies in any period of assistance. **You** will be responsible for paying any costs in excess of £250 per call out.
- **We** will only cover up to two misfuelling call outs each year.

What is not Included

- Where the misfuelling occurs outside the United Kingdom.
- Any assistance resulting from foreign matter entering the fuel system except for diesel or petrol.
- Mechanical or component damage to your **vehicle** whether or not caused as a result of misfuelling, the cost of hiring an alternative **vehicle** in the event mechanical or component damage is sustained.
- Any defect arising directly and/or indirectly as a result of misfuelling or a defect which existed before the incident of misfuelling.
- Fuel above the first 10 litres.
- Anything mentioned in 'What this service does not provide' section and General Conditions. (Please see section F)

SECTION E - EMERGENCY KEY PROTECTION

The assistance in this section applies as well as the assistance shown in sections A (and B, C, D).

What is Included

- **Theft or loss of your keys** - if your **vehicle** keys are stolen or lost anywhere in the UK, including Channel Isle and Isle of Man, you must report stolen keys to the police, obtaining a crime reference, and both lost and stolen keys to Call Assist who will arrange for a suitable contractor to attend the scene. Upon validation of **your** call out **we** will reimburse you for the cost of your key or lock replacement up to the service contract limit of £500.
- **Broken or locked in keys** - if **your** keys are locked in your **vehicle**, house or office or broken in any lock denying you access to your **vehicle**, you must report this event to Call Assist who will arrange for a suitable contractor to attend the scene and upon validation of your call out **we** will reimburse you for the cost of gaining access and if necessary provide reimbursement for a replacement key, or repair or replacement of the damaged lock, up to the service contract limit.
- **Stranded due to theft or loss of vehicle key** - if you are stranded more than 20 miles away from home by theft or loss of your **vehicle** keys and have no access to your **vehicle** we will pay £75.00 per day including VAT for **vehicle** hire, for up to 3 days. As an alternative, public transport or taxi fares may be payable. Call Assist must be notified of the circumstances first and any motorcycle hire must be arranged through them.

What is not Included

- All costs incurred where you have not notified Call Assist within 48 hours of discovery of the incident.
- Any call out for theft of keys which is not reported to the police within 48 hours of the incident and a crime reference number obtained.
- Keys lost, or broken in a lock by someone other than you.
- Keys stolen from someone other than you.
- Any call outs where you cannot provide valid receipts or tickets.

TERMS AND CONDITIONS**SECTION E**
- EMERGENCY KEY PROTECTION (CONT.)**What is not Included - continued**

- Any motorcycle hire not arranged via Call Assist.
- Any motorcycle hire charges after the third day of hire.
- The balance of transport over the maximum limit of £75 a day.
- Any call out for replacing locks when only parts need changing.
- Any call out for damage to locks by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
- Any call out for additional or duplicate keys.
- Locks that are damaged prior to the loss or theft of keys.
- Replacement locks or keys of a higher standard or specification than those replaced.
- Charges or costs incurred where Call Assist arranges for the attendance of a contractor at a particular location and you fail to attend.
- Charges or costs incurred where you make alternative arrangements with a third party once Call Assist has arranged for a contractor to attend a particular location unless otherwise agreed by us.
- Loss or damage to any other property other than your keys and locks.
- Any loss of earnings or profit you may suffer as a result of loss or theft of your keys or any keys broken in the lock.
- Any assistance arising from any deliberate or criminal act by you.
- Any assistance where you have not taken all steps to safeguard the insured keys and locks.
- Anything mentioned in '**What this service does not provide**' and **General Conditions**.

TERMS AND CONDITIONS

SECTION F - WHAT THIS SERVICE DOES NOT PROVIDE

THIS SECTION APPLIES TO ALL PARTS OF THIS SERVICE CONTRACT

We will not provide assistance for the following

- 1) Any **breakdown** that happens during the first 24 hours after **you** take out assistance for the first time, except for the service shown under section A, which are available immediately.
- 2) The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
- 3) The cost of paintwork and other cosmetic items.
- 4) Labour costs for more than one hour of roadside help.
- 5) Any **breakdown** or recovery outside the **period of assistance**.
- 6) Any recovery, unless it is to a **Lexmoto Approved Garage**. In the event the **Lexmoto Approved Garage** is closed, **we** will recover the **vehicle** to **your home address**, and then recover the vehicle to the **Lexmoto Approved Garage** the following day.
- 7) The cost (and guaranteeing the quality) of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
- 8) Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
- 9) Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay, by credit or debit card, any fees to store or release the **vehicle**.
- 10) Any toll or ferry fees incurred by the driver or the driver of the recovery vehicle whilst transporting your **vehicle** unless the breakdown occurs in Europe and valid European assistance is held, in which case these fees would be included by the service contract with the repatriation of the **vehicle**.
- 11) Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
- 12) Damage or costs that arise from us trying to get into the **vehicle** after **you** have asked for help.
- 13) Losses of any kind that come from providing, or delaying providing, the services this assistance relates to. (For example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand.)
- 14) Loss or damage to personal possessions **you** leave in **your vehicle**.
- 15) Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this, it will be completely at **your** own risk and cost.
- 16) Any costs for **vehicles** that have broken down or were not safe to drive when assistance was taken out.
- 17) The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver** is not able to provide a key to do this.
- 18) 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 recovery takes place **we** will recover **your vehicle** to a **Lexmoto Approved Garage**.
- 19) Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
- 20) Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
- 21) Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
- 22) Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
- 23) Recovery or help if **you** are hiring the **vehicle** out to carry hire in return for money, unless **we** have agreed this with **you**.
- 24) **Vehicles** that have faults with wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a journey and this affects **your** safety.
- 25) Recovery or help if the **vehicle** is being used to carry commercial goods.
- 26) Any call out that comes from:
 - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
 - any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
- 27) Any use that comes from a poor-quality repair or a repair that has been attempted without our permission during the same trip.

TERMS AND CONDITIONS

- 28) Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
- ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- 29) Loss or damage caused by war, revolution or any similar event.
- 30) Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside our reasonable control, such as severe weather conditions.
- 31) Mobile phone, phone call and postage costs are not provided under **your** service contract in any circumstances.
- 32) If **you** put the wrong fuel in **your** vehicle, **you** will be entitled to recovery only as shown in section A.
- 33) Any costs relating to the trailer if the trailer is not attached to the **vehicle** at the time of the **breakdown**.
- 34) We will not provide assistance or provide any service if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SECTION E - GENERAL CONDITIONS APPLYING TO ALL PARTS OF THIS SERVICE CONTRACT

- 1) The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence or tax. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 11 years old since first registration if **you** want help within Europe.
- 2) **We** can ask for proof of outbound and inbound travel dates.
- 3) If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to the place **you** have chosen, **we** will not be legally responsible for any more help in the same incident.
- 4) **We** have the right to refuse to provide a service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate help or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
- 5) **We** will not provide any service unless **you** contact us using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
- 6) **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
- 7) **You** must quote **your** service contract number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
- 8) **You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way, or **you** have provided location details which are incorrect. The payment must be by credit or debit card.
- 9) **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf. **You** are responsible for ensuring the quality of any repair.
- 10) If **we** pay a call out under any assistance provided by this service contract, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
- 11) **We** have the right to choose a suitable garage that can carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the time limits **we** have given. **You** must make the payment by credit or debit card.
- 12) If **you** agree to a temporary roadside repair, **you** will be responsible for any costs or any damage to the **vehicle** it suffers if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is aimed only to allow **you** to drive the **vehicle** to a suitable facility so a permanent repair can be carried out.
- 13) If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees by credit or debit card.
- 14) **You** will have to pay, by credit or debit card, for any parts or other products used to repair the **vehicle**.
- 15) **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.

TERMS AND CONDITIONS

- 16) If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
- 17) If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown** and **you** will be responsible for any other costs due in recovering and repairing **your** vehicle.
- 18) **We** cannot guarantee that hire vehicles will always be available and **we** are not responsible if they are not available. **We** will do our best to arrange a **vehicle** of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or accessories included. **You** must meet the conditions of a hire-motorcycle company to hire a vehicle.

OUR PROMISE

We want to give **you** the best possible service. If **you** are not happy with **our** service, the procedure below explains what **you** should do.

COMPLAINTS PROCEDURE

To make a complaint please write to:

Customer Services, Call Assist Limited, Axis Court,
North Station Road, Colchester, Essex CO1 1UX.

Please include the details of **your** service contract and in particular your service contract 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.

DATA PROTECTION ACT

YOUR PERSONAL INFORMATION

We (defined in the policy wording as Call Assist Ltd, who acts as Joint Data Controller together with Autoguard Warranties) use, maintain and collect personal information in order to provide the service detailed within this Service contract. All personal information is safeguarded with appropriate levels of security and in accordance with prevailing Data Protection legislation which may include the Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other Applicable Laws in addition to any successor or replacement legislation relating to the processing of personal data.

PRIVACY NOTICE

For the full Call Assist Privacy Policy please follow this link - www.call-assist.co.uk/privacy-policy.

Enquiries in relation to data held by us should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.

For the full Autoguard Warranties Privacy Policy please follow this link - www.autoguardwarranties.com/privacy-policy.