

**MOTORTRADER**  
INDUSTRY AWARDS 2020

**WINNER**

**2020**



## **APG ASSIST**

**VEHICLE BREAKDOWN RECOVERY**

## **CONSIDER THE BENEFITS OF APG ASSIST**

**APG Assist is a dynamic emergency assistance service designed by experts to suit you. APG Assist administered on our behalf by Call Assist, operates a 24 hour, 365 days-a-year service for you to contact should your vehicle experience a Breakdown.**

**The Call Assist Rescue Controllers are trained to the highest degree and are backed by the latest computer technology and mapping facilities together with a fully trained network of Recovery Operators throughout the UK.**

### **INCLUDED:**

#### **ROADSIDE ASSISTANCE AND RECOVERY**

If your vehicle suffers a breakdown, this includes running out of fuel, help will be sent to the scene of the breakdown and we will pay call out fees and mileage charges needed to repair or assist with the vehicle. If, in the opinion of the Recovery Operator, they are unable to repair the vehicle at the roadside the Recovery Controller will assist in the following way:

- ⤴ Arrange for your vehicle, you and up to five passengers to be recovered to the nearest garage able to undertake the repair, or;
- ⤴ If the above is not possible at the time of the breakdown they will arrange for your vehicle, you and up to five passengers to be transported to your home address or original destination.

#### **HOME ASSIST**

A Recovery Operator will be despatched to your home address or within a one mile radius. Attempts will be made to repair your vehicle on the spot. If a repair is not possible they will transport your vehicle to the nearest repairing garage.

#### **APG ASSIST HELPLINE**

**01206 714329**

For our joint protection telephone calls may be recorded and/or monitored.

\*The inclusions and benefits summarised above are subject to the terms and conditions as described overleaf. There are also certain limitations in the maximum amount paid in the event of a breakdown. Please ask your supplying dealer for further details.

# APG ASSIST TERMS AND CONDITIONS



## UNDERSTANDING YOUR PRODUCT

Please read this document carefully and make sure You understand and fully comply with its terms and conditions; failure to do so may jeopardise any request for assistance and could lead to the Agreement becoming void. Please ensure You keep this document with Your Recovery Schedule issued at the time of purchase in a safe place, so You can refer to it again should You need to.

This is a dynamic emergency assistance service designed by experts to suit You. APG Assist, administered on Our behalf by Call Assist, operates a 24 hour, 365 days-a-year service for You to telephone should Your Vehicle experience a Breakdown.

The Call Assist Rescue Controllers are trained to the highest degree and are backed by the latest computer technology and mapping facilities together with a fully trained network of Recovery Operators throughout the United Kingdom.

## DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Agreement and will appear with a capital letter. For ease of reference these definitions have been placed in alphabetical order.

### Administrators means;

- APG, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.
- APG Assist, Call Assist Limited (Call Assist), Axis Court, North Station Road, Colchester CO1 1UX.

**Breakdown** means an electrical or mechanical failure, this includes running out of fuel and flat tyres where a spare is available, which immediately renders the Vehicle immobilised.

**Geographical Limits** means the area in which this product is effective and are Great Britain, Northern Ireland and Channel Islands.

**Indemnity/Indemnified** means reimbursement in respect of agreed costs or expenses incurred as a result of a Breakdown.

**Introducer/Dealer** means the party, person or company who has arranged this assistance on Your behalf.

**You/Your/Yourself** means the person named in the Recovery Schedule.

**Recovery Schedule** means the signed form and declaration which contains details of the Vehicle, the Period of the Agreement and any additional information provided by You or on Your behalf to Us, in support of Your

application for assistance benefits. Please check that the information contained in the Recovery Schedule is correct and that it meets Your requirements. If it does not, please contact the Introducer or Dealer who arranged this assistance for You, or APG.

**Vehicle** means the Vehicle as specified in the Recovery Schedule which is no greater than; 5.18 metres (17') long, 1.90 metres (6'3") wide 2.43 metres (8') high and 3,500kgs GVW.

## WHAT'S INCLUDED

### Roadside Assistance and Recovery

If Your Vehicle suffers a Breakdown, help will be sent to the scene of the Breakdown and We will pay call out fees and mileage charges needed to repair or assist with the Vehicle. If, in the opinion of the Recovery Operator, they are unable to repair the Vehicle at the roadside the Recovery Controller will assist in the following way:

- Arrange for Your Vehicle, You and up to five passengers to be recovered to the nearest garage able to undertake the repair, or;
- If the above is not possible at the time of the Breakdown they will arrange for Your Vehicle, You and up to five passengers to be transported to Your home address or original destination.

### Home Assist

A Recovery Operator will be despatched to Your home address or within a one mile radius. Attempts will be made to repair Your Vehicle on the spot. If a repair is not possible they will transport Your Vehicle to the nearest repairing garage.

### Caravans and Trailers

If Your Vehicle suffers a Breakdown and Your caravan/trailer is attached, providing it is fitted with a standard towing hitch and does not exceed 7.0104 metres (23') in length, Your caravan/trailer will be recovered with Your Vehicle at no extra cost.

### Message Service

If You require, the Rescue Controller will gladly pass on two messages to Your home or place of work to let them know of Your predicament and ease Your worry.

## WHAT TO DO IF YOU BREAKDOWN

If Your Vehicle breaks down please call the 24 hour Control Centre on: 01206 714329 (UK only).

(This telephone number is strictly for rescue purposes only).

The Rescue Controller will assist You professionally, sympathetically and deal with Your request quickly.

Please have the following information ready to give to the Rescue Controller, who will use this to validate Your agreement. Tell them;

- 1) You are a Customer Protect Assist customer.
- 2) Your return telephone number with area code.
- 3) Your agreement type and number and Your Vehicle registration.
- 4) The precise location of Your Vehicle (or as accurately as You are able in the circumstances).
- 5) What seems to be the problem (for example, if You have a puncture tell the Controller Your tyre size).

The Rescue Controller will take Your details and ask You to remain by the telephone You are calling from. Once arrangements have been made they will telephone 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.

Please remember to guard Your safety at all times but remain with or nearby Your Vehicle until the Recovery Operator arrives. Once the Operator arrives at the scene please be guided by his/her safety advice.

If the Police are present please advise them that You have contacted Your recovery service or give them the telephone number to call on Your behalf.

## **ABOUT YOUR AGREEMENT**

We will provide the benefits as stated in this document. Your Recovery Schedule issued at the time of purchase, which includes the signed declaration and the undertaking to pay the monies due and forms part of the agreement.

This document contains details of the Agreement You have selected, what is excluded from the benefits and the conditions of the Agreement.

If Your Vehicle suffers a Breakdown at home or during the course of a journey, service will be provided. Any Breakdown and any costs involved with the roadside assistance or recovery to a local garage (not including parts and labour) during the Period of the Agreement and within the Geographical Limits defined will be included.

## **The law applicable to the Agreement**

This Agreement will be governed by the laws of England and Wales.

## **Your legal rights**

The Agreement provided is in addition to Your legal rights under the Sale of Goods Act and is not to be substituted for the supplier's liability if repairs, or replacement parts fitted to the Vehicle are found to be unfit for the purpose for which they were intended, or are not as described or are not of satisfactory quality.

## **Meeting our customers' needs**

Enquiries: APG, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.  
01279 456500. (Do not call for breakdown assistance).

## **Authorised Users**

The Vehicle is protected whilst it is being used by any authorised person within the Geographical Limits. In respect of Home Assist, this is restricted to the home address registered with APG Assist.

## **Limit of Indemnity**

The Maximum that will be paid under this APG Assist for any one Breakdown will be £1000 inclusive of VAT, with the total aggregate amount being up to the purchase price of the Vehicle shown on the agreement schedule.

## **Important Note**

Details of Your APG Assist Agreement may not reach Call Assist by the time assistance is required. In this unlikely event, they will always assist customers, but before the agreement can be validated, they will ask the driver to provide their credit card details. When confirmation of the agreement has been received, the credit card details will be destroyed immediately.

If breakdown agreement is not valid, payment for the service will be deducted from the credit card. A receipt of payment will be forwarded to You to claim back the costs if You have evidence of a valid product. Please contact the Introducer or Dealer if You have any questions concerning this procedure.

Please note: Any repairs undertaken by a Recovery Operator at their premises are provided under a separate contract, which is between You and the garage.

## **Change of details**

APG Assist only includes the Vehicle registered on the Call Assist database, therefore any change must be notified immediately in writing to Customer Protect. Please include Your Agreement type and number, make and model of Your Vehicle, and the date You wish this to be effective. If You do not notify APG of the change Call Assist may not be able to assist You.

## **EXCLUSIONS**

This product does not include the following:

- 1) Assistance due to an accident, fire, theft or vandalism or other incident normally covered by a motor insurance policy. Assistance can be arranged if You agree to pay for the service provided. (You may be able to recover these costs under the terms of Your motor insurance policy).
- 2) Any caravan/trailer being towed where the total length exceeds 7.0104 metres (23 feet) and where it is not attached to the Vehicle with a standard towing hitch.
- 3) Vehicles not registered as having Customer Protect Assist.
- 4) The cost of any parts, components or materials used to repair the Vehicle.
- 5) Any costs or expenses not authorised by the Rescue Controller.
- 6) The cost of food, drinks, telephone calls or other incidentals.
- 7) The cost of alternative transport other than to Your destination or home.
- 8) The cost of fuel, oil or insurance for a hire vehicle.
- 9) The recovery of the Vehicle and passengers if repairs can be carried out at or near the scene of the Breakdown within a reasonable time. If recovery takes effect You are entitled to recovery to only one address in respect of any one Breakdown.
- 10) Breakdowns caused by failure to maintain the Vehicle in a roadworthy condition including maintenance or proper levels of oil and water. If, in the

opinion of the Recovery Operator, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may terminate Your agreement immediately, notifying You by letter as to what action We have taken.

- 11) Any request where service cannot be effected because the Vehicle does not carry a serviceable spare wheel and locking wheel nut and/or manufacturer approved emergency foam fill kit.
- 12) Any request for service if the Vehicle cannot be reached due to snow, mud, sand or flood or where the Vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
- 13) Any request for service if the Vehicle is being used for commerce, commercial driving or tuition, hire or reward, (for example, taxis, self-drive hire or driving schools) delivery courier, or is over 3500kg gross weight, or used in any sort of rally, speed testing, racing or any kind of competition or trial other than 'Treasure Hunts'.
- 14) Overloading of the Vehicle or carrying more passengers than it is designed to carry.
- 15) Claims not notified prior to expenses being incurred.
- 16) Loss or damage to the Vehicle or its contents.
- 17) The charges of any other company (including police recovery) other than a Recovery Operator appointed and authorised by Call Assist.
- 18) 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.
- 19) Any false or fraudulent claims.
- 20) Failure to comply with requests by Call Assist or the Recovery Operators concerning the assistance being provided.
- 21) Fines and penalties imposed by the Police or Courts.
- 22) Any charges where You, having contacted the Rescue Controller, effect recovery or repairs by other means.
- 23) Ferry and Toll charges.
- 24) Any claims relating to non-standard, customised or modified Vehicles unless declared and agreed with Us prior to taking the Agreement.
- 25) Any service or insurance cover where remedial action has not taken place following a previous Breakdown.
- 26) More than six callouts per year.

## GENERAL CONDITIONS

- 1) We will provide benefits if;
  - a) You have met all the terms and conditions within this product.
  - b) The information provided to Us, as far as You are aware, is correct.
- 2) The Agreement is not transferable to any other vehicle.
- 3) The driver of the Vehicle must remain with or nearby the Vehicle until help arrives.
- 4) We will not be held liable for any costs incurred if You are unable to make a connection to the contact telephone number provided.

- 5) We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
- 6) We may cancel the Agreement by sending seven days' notice to Your last registered address.
- 7) APG Assist is administered by Call Assist. Should You wish to contact them, please send Your correspondence to their head office: APG Assist, c/o Call Assist, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

## CANCELLATION

Should You cancel this Agreement, there is no surrender value and no monies paid will be refunded.

## THEIR PROMISE TO YOU

Call Assist aims to provide a high standard of service. Please contact them if You feel they have not achieved this and they will do their best to rectify the problem immediately. If You are still not satisfied, please refer to the Customer Service/ Complaints procedure.

## CALL RECORDING

To help provide a superior service Your telephone calls may be recorded for training purposes.

## CUSTOMER SERVICE / COMPLAINTS

Any enquiry or complaint regarding this Agreement should be addressed to:

APG, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.

Telephone: 01279 456500. Please quote Your Agreement type and number in all correspondence.



Motor Industry Code of Practice for

## Vehicle Warranties



SMMT and the SMMT logo are registered trademarks of SMMT Limited and are used with their permission.