

# Green Assist Roadside Policy

insurance  
green and simple

[www.greeninsurancecompany.co.uk](http://www.greeninsurancecompany.co.uk)



The following summary for Green Assist Roadside Breakdown Cover does not contain the full terms and conditions of the breakdown policy. For a full explanation of the terms and conditions, please look at the main policy wording.

## How to make a claim

If your vehicle breaks down please call our 24 hour Control Centre on **0800 781 4413**.

If you are unable to make a connection, please call **01206 714 706**. Please have your return telephone number and precise vehicle location available.

## Level of Cover

**Roadside** If your vehicle breaks down due to mechanical or electrical failure during the course of a journey, service will be provided in accordance with the policy wording. We will provide cover for any breakdown costs and roadside assistance or recovery to a local garage (not including parts and labour) during the period of insurance and within the territorial limits shown in the policy wording.

Significant Features and benefits	Refer to
Roadside Assistance	Section 1
Local Vehicle Recovery (maximum 20 miles)	Section 1
Message Service	Section 2
If you have purchased personal cover, any car you are travelling in will be covered for mechanical or electrical breakdown in line with the level of cover shown in other sections.	Section 4

Significant Exclusions	Refer to
For a full list of exclusions, please refer to the policy terms and conditions	
Labour charges over 1 hour at the roadside	Section 1
More than six callouts per year	Section 1
The costs of any parts or materials used to repair your vehicle	Section 1
Callouts within 1 mile of your home address	Section 1
If your vehicle breaks down within 24 hours of buying this policy	Period of Insurance
If your vehicle was not in a roadworthy condition at the start of the policy, or if your vehicle has not been maintained as per the manufacturer's recommendations.	General Exclusions
Personal cover is only available if you are with the car at the time of the breakdown and when help arrives.	Section 4

## Your right to cancel

We hope that you are happy with the cover your policy provides. However you have the right to cancel this policy within 14 days of receiving your policy documents or the start date of the policy, whichever is the later. To do this, please call The Green Insurance Company on 0845 272 7603. If this happens you will receive a full premium refund, provided no claim has been made. After the 14 days have expired, the policy may still be cancelled. For full details of the cancellation process, please refer to section 8 of the policy wording.

## Policy Duration

This is an annual policy. Please refer to your welcome letter for the date cover is effective from.

## Choice of Law

This contract is governed by the laws of England and Wales and all communication will be in English.

## What to do if you have a complaint

The full complaints procedure is shown in the policy wording (section 7). A copy will also be sent on request. If your complaint is regarding the standard of service you have received under your policy, you should contact the policy administrator, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. If you are still not satisfied, please write to: The Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Or you can phone DAS on 0117 934 0066 or e-mail [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

If you are still dissatisfied, short of court action, you can ask the Financial Ombudsman Service to review your case. This must be done within six months of the date of the underwriter's final decision.

Contact details are:

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

Call: 0845 080 1800

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Are we covered by the Financial Services Compensation Scheme (FSCS)?

Your insurer is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if they are unable to meet their obligations to you. Further information about this is available from the Financial Services Authority or the FSCS. The contact information is:

The FSCS

7th Floor, Lloyds Chambers

Portsoken Street

London E1 8BN

Tel: 0800 678 1100

E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, registered company number 3668383, and is underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, registered company number 103274.

Call Assist Ltd and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority.

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Please read this policy wording to make sure you have the level of cover you need and to help you use the service:

## Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a **vehicle breakdown** away from home.

The Green Insurance Company has not made a personal recommendation as to the suitability of this policy to **your** individual circumstances. As with any insurance, it does not cover all situations and **you** should read the terms and conditions of this policy to make sure that it meets **your** specific needs.

By insuring with The Green Insurance Company, **you** agree to any amounts **you** may owe **us**, or **our** debt recovery agency, being deducted from any premium refund due to **you**. For **your** convenience and protection, **we** will automatically renew **your** policy unless **you** tell **us** not to. **We** will write to **you** before the policy renewal date to remind **you** of this and to let **you** know what the new payments will be. **We** will take payment from the most recent bank or payment card details that **you** have given **us**.

## Vehicle Health Check

This policy operates on the basis that **you** will have had **your** vehicle properly serviced and maintained in accordance with the manufacturer's specifications.

Please keep proof of regular servicing in the event of any dispute.

If **you** call us for assistance and **our** Recovery Operator reports to **us** that it is evident **you** have not maintained **your** vehicle in roadworthy condition, **you** will have to pay all the costs arising from the assistance provided.

## Change of Vehicle

This policy covers the **vehicle** registered on our database, therefore any change must be reported immediately to The Green Insurance Company on **0845 272 7603**. Please have **your** policy number; the new registration, make, model and colour of **your** vehicle and the date **you** wish **us** to make the change. If **you** do not tell The Green Insurance Company of the new **vehicle** details, **we** may not be able to supply **you** with a service.

## Governing Law

English Law governs this policy.

## Language

**We** have chosen to use the English language in all documents and communication relating to this policy.

## Definitions

### Us, We, Our

Call Assist Ltd, Axis Court, North Station Road,  
Colchester, Essex, CO1 1UX.

### You, Your

The policyholder or any other authorised occupant  
of the insured [vehicle](#).

### Vehicle

The [vehicle](#) or caravan/trailer registered with Call  
Assist Ltd. This includes cars, motorised caravans,  
light vans, estate cars, and 4x4 sport utility vehicles.

### Breakdown

Mechanical [breakdown](#), accident, vandalism, fire,  
theft or attempted theft, flat battery, key breakage  
or accidental damage to tyres, occurring during the  
[period of insurance](#) and within the [territorial limits](#).

### Period of Insurance

Up to 12 months from the policy inception date as  
shown on [your](#) confirmation letter, which shall be at  
least 24 hours following the date [you](#) are accepted  
for cover.

### Territorial Limits (UK)

Great Britain, Northern Ireland, Isle of Man and the  
Channel Islands for residents.

## PART A – Annual Cover – for Motoring within the UK territorial limits

Cover applies as described in sections 1 to 4

Please also see Part B – General Terms applying to all sections

### Section 1: Roadside Assistance

#### What to do if you breakdown

If **your vehicle** breaks down please call **our** 24 hour Control Centre on: **0800 781 4413**

If **you** are unable to make a connection, please call **01206 714706**.

When calling for assistance please quote: TGIC8947J. Please have the following information ready to give to **our** Rescue Controller, who will use this to validate **your** policy.

1. **Your** return telephone number with area code
2. **Your vehicle** registration
3. The precise location of **your vehicle** (or as accurate as **you** are able in the circumstances)
4. The fault with **your vehicle**
5. Any other information that will be useful to **us**

**We** will take **your** details and ask **you** to remain by the telephone **you** are calling from. Once **we** have made all the arrangements **we** will contact to advise who will be coming out to **you** and how long they are expected to take. **Your** mobile phone must therefore be switched on and available to take calls at all times. **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 **our** Recovery Operator arrives. Once **our** Recovery Operator arrives at the scene please be guided by their safety advice.

If **you** have broken down on a motorway and have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the police of **our** telephone number. They will then contact **us** to arrange assistance. If the police are present at the scene please advise them that **you** have contacted **us** or give them **our** telephone number to call **us** on **your** behalf.

#### Your Cover

If **your vehicle** is immobilised or rendered unroadworthy as a result of a **breakdown**, **we** will arrange and pay for:

- 1.1 callout and up to one hour's labour for assistance at the roadside,

And if necessary;

- 1.2 the transportation of **your vehicle**, **you** and up to 7 passengers to **your** home address or the nearest suitable repairer, up to a maximum of 20 miles from the scene of the **breakdown**.

The choice of suitable repairer shall be at **our** discretion. **You** will be responsible for paying any costs which are not covered, directly to the repairer, the toll authority or the sea transit carrier as appropriate.

## Exclusions applying to this section:

- a) attendance at, or within, one mile from **your** home address.
- b) any costs of transporting **you** or **your** vehicle and passengers to a location more than 20 miles away from the scene of the **breakdown**.
- c) roadside labour charges in excess of 1 hour.
- d) any labour charges incurred at the Recovery Operator's premises.
- e) the cost of parts or materials used to repair **your vehicle**.
- f) toll and ferry charges for **your vehicle**.
- g) any winching charges or the use of specialist equipment.
- h) more than 6 call outs per policy per year.

## Quick-Pledge

If **we** do not arrive on the scene within one hour from the end of **your** original call for assistance, **you** can claim £10 back from **us** under **our** Quick-Pledge. To claim, **you** should write, giving full details, to the Customer Services Department, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

## Section 2: Message Service

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

## Section 3: General Assistance

- 3.1 **We** can provide assistance for faults that are not covered under this policy or where **you** would like **us** to assist additional passenger numbers, who exceed the maximum of 7, stated within this policy.
- All costs (including an administration fee) must be paid for immediately by credit or debit card. If **you** wish to use this service please call **0800 781 4413** and request the "pay on use service".

## UK Annual Motoring Assistance

On motorways use the nearest emergency telephone and provide the police with **our** contact number and **your** policy details. The police may arrange for **your** recovery from the motorway. In this case contact **us** when **you** reach an ordinary phone or use a mobile. If the local police call for a recovery **vehicle** to tow **you** from the motorway, and **you** are asked to pay on the spot for this service, **you** should send **us** the original receipt.

**You** must contact **us** and gain authorisation from one of **our** Rescue Controllers prior to incurring any expenses.

## Section 4: Personal Cover

If **you** have purchased personal cover, in addition to the main car **you** drive and have told **us** about, any car **you** are travelling in will be covered for mechanical or electrical **breakdown** in line with the level of cover shown in the other sections of this policy document. Personal cover is only available if **you** are with the car at the time of the **breakdown** and when help arrives.

Personal Cover is limited to a maximum of 4 people in any one household and all main **vehicles** must be registered at the same address.

## PART B – General Terms Applying to All Sections

### Section 5: General Exclusions

This policy does not cover the following:-

- 5.1 Service where remedial action has not been taken within 28 days following a previous **breakdown** or temporary repair being made, unless in transit between a temporary repair and a repairing garage.
- 5.2 **Breakdowns** caused by failure to maintain **your vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
- 5.3 Service if **your vehicle** is being used for motor racing, rallies, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
- 5.4 Service if **your vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where **your vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
- 5.5 **Vehicles** not in a roadworthy condition at the time cover is effected.
- 5.6 Service following any intentional or wilful damage caused by **you** to **your vehicle**.
- 5.7 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. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for **you** to collect **your vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown** or loss from cancelled or missed appointments.
- 5.8 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), terrorism, civil war, rebellion, revolution, military or usurped power.
- 5.9 Any cost recoverable under any other insurance policy that **you** may have.
- 5.10 The cost of food, drinks, telephone calls (whenever possible, **we** will call **you** back as soon as possible), or other incidentals.
- 5.11 Ferry and toll charges, fines or penalties imposed by the courts or congestion charges arising under this policy.
- 5.12 Any winching costs or specialist off-highway equipment. Any **vehicle** or equipment used other than a standard recovery **vehicle** which is required to move a **vehicle** which has left the highway or is overturned or without wheels, would be considered specialist. Once **your vehicle** has been recovered to a suitable location, normal service will be provided.
- 5.13 Assistance following a **breakdown** or accident attended by the police or other emergency services until they have authorised **your vehicle's** removal.
- 5.14 The cost of draining or removing contaminated fuel or other fluids. **We** will arrange local recovery, but all other costs incurred will be at **your** expense.

# Roadside Breakdown Cover – Policy Wording

- 5.15 Any costs for locksmiths, glass replacement or tyre specialists are **your** responsibility.
- 5.16 Claims arising from circumstances which were known to **you** at the time of applying for this policy or at any time prior to the commencement date of the period of insurance, or claims arising as a result of a material fact or facts, which have not been disclosed to **us** prior to the commencement of the **period of insurance**.
- 5.17 Any cost that would have been incurred if no claim had arisen.
- 5.18 Any caravan/trailer where the total length exceeds 7 metres (23 feet) and where it is not attached to **your vehicle** with a standard towing hitch.
- 5.19 **Vehicles** not registered with **us**.
- 5.20 Repair and labour costs other than one hour roadside labour at the scene.
- 5.21 Service if **you** already owe **us** money.
- 5.22 Where service cannot be effected because **your vehicle** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, mechanisms for unlocking the wheels, or whatever comes as standard to deal with a puncture or change of wheel.
- 5.23 Overloading of **your vehicle** or carrying more passengers than it is designed to carry.
- 5.24 Claims not notified and authorised prior to expenses being incurred.
- 5.25 The charges of any other company (including police recovery) other than **our** Recovery Operator unless authorised by **us**.
- 5.26 Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
- 5.27 Failure to comply with requests by **us** or **our** Recovery Operators concerning the assistance being provided.
- 5.28 Any claims relating to the following:-
- a) **Vehicles** in excess of 3,500 kg (3.5 tonnes) in weight.
  - b) **Vehicles** more than 7 metres (23 feet) long, 2.25 metres (7.38 feet) wide and 3 metres (9.8 feet) high.
- 5.29 More than 6 callouts per year.
- 5.30 If **you** request assistance because **your vehicle** is not secure or has a fault with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised.
- 5.31 Assistance if **your vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 5.32 Any cover which is not specifically detailed within this policy.
- 5.33 Assistance following glass breakage, unless this occurs during the course of a journey on a motorway and **your** safety is compromised. In this circumstance and provided a replacement glass company cannot assist **you**, **we** will only provide a tow to the nearest location which is a Service Station or Petrol Station. All costs thereafter will be **your** responsibility. This facility is only available if the main windscreen is broken and excludes side screens.

## Section 6: General Conditions

- 6.1 You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or **breakdown** covered under this policy. You must take all steps necessary to expedite the completion of repairs, and you shall not abandon **your vehicle** or any of its parts to **us** without **our** authorisation.
- 6.2 We cannot accept responsibility for the transportation of pet animals or livestock carried within **your vehicle** at the time of a **breakdown**. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a **breakdown**, would not be covered by this policy.
- 6.3 You must comply in full with all the terms and conditions of this policy before a claim will be paid. You must make no admission, offer, promise or payment without **our** prior consent. In order to benefit from the cover, you must agree to abide by all the relevant terms, conditions and exclusions of this policy.
- 6.4 We are entitled to take over **your** rights in the defence or settlement of a claim, or to take proceedings in **your** name for **our** own benefit against another party and we shall have full discretion in such matters.
- 6.5 If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, we offer you the option of resolving this by using the Arbitration procedure we have arranged. Please see the details shown in Section 7 – Complaints Procedure. Using this service will not affect **your** legal rights.
- 6.6 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to **us**.
- 6.7 You will be required to reimburse to **us**, within seven days of **our** request to **you**, any costs or expenses we have paid out on **your** behalf which are not covered under the terms of the insurance.
- 6.8 A garage or specialist undertaking repair work on **your** instructions and which is not specifically covered under this policy will be acting as **your** agent for such repair work.
- 6.9 At the time of a claim, at **our** request you must provide evidence of proper servicing of **your vehicle**.
- 6.10 If you have a road traffic accident, you must supply **your** motor **vehicle** insurance details to **us** when we ask for this information. The incident must be reported to the insurer.
- 6.11 You must declare to **us** all facts which are likely to affect this policy. Failure to do so may prejudice entitlement to claim. If you are uncertain as to whether a fact is material, you should declare it to **us**.
- 6.12 We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.

- 6.13 You must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact The Green Insurance Company on **0845 272 7603**.
- 6.14 In the event of an emergency or any occurrence which may give rise to a claim for substantial costs under this policy, you must contact us as soon as practicable. You must make no admission, offer, promise or payment without our prior consent. Please telephone us first.
- 6.15 We may, at any time, pay to you our full liability under this policy after which no further liability shall attach to us in any respect or as a consequence of such action.
- 6.16 In the event you use the service and the fault is subsequently found not to be covered by the policy you have purchased, we reserve the right to reclaim any monies from you in order to pay for the uninsured service.
- 6.17 We reserve the right to recover your immobilised vehicle in accordance with and subject to any legislation, which affects drivers' working hours.

## Section 7: Complaints Procedure

We aim to provide a high standard of service. Please telephone us on **01206 714706**, if you feel we have not achieved this and we will do our best to sort the problem immediately.

- 7.1 Any enquiry or complaint you have about your policy should be addressed first to the policy administrator: Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

Or email us at: [enquiries@call-assist.co.uk](mailto:enquiries@call-assist.co.uk)

If we are unable to give you a final decision by four weeks from the day we receive your complaint, we will explain why and advise you when we hope to reach a decision.

- 7.2 If you are still not satisfied after receiving our response, please write to the policy underwriter: The Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Or you can phone DAS on 0117 934 0066 or e-mail [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Please include details of your policy and quote reference TGIC8947J, to help your enquiry to be dealt with speedily.

- 7.3 If you are still dissatisfied after receiving a final response from DAS Legal Expenses Insurance Company Limited, short of court action, you can ask the Financial Ombudsman Service to review your case. This must be done within six months of the date of the underwriter's final decision. Contact details are: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0845 080 1800. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Section 8: Cancellation Provisions

### 8.1 Right to return the insurance document

If **you** are not satisfied with this policy, please return your documents to The Green Insurance Company within 14 days for annulment. Any premium received will be refunded to **you**, provided no claim has been made.

### 8.2 Cancellation by You

If **you** subsequently give notice in writing or by telephone to The Green Insurance Company to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later.

### 8.3 Cancellation by Us

**We** or The Green Insurance Company may give **you** 7 days notice of cancellation of this policy by writing to **you** at **your** last known address.

### 8.4 Premium position upon cancellation

If the policy is cancelled after the first 14 days, the premium will be charged in full. If **you** do not exercise **your** rights to cancel the policy, it will continue in force for the term of the policy.

### 8.5 Effective time of cancellation

This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of cover.

### 8.6 Financial Services Compensation Scheme

**Your** insurer is covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if they are unable to meet their obligations to **you**. Further information about this is available from the Financial Services Authority or the FSCS. The contact information is:

The FSCS

7th Floor, Lloyd's Chambers

Portsoken Street

London E1 8BN

Tel: 0800 678 1100

E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Section 9: Data Protection Act

**We** collect and maintain personal information in order to administer the policies of insurance that **we** issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. **We** will not keep **your** information longer than is necessary.

**Your** information will be protected from accidental or unauthorised disclosure. **We** will only reveal **your** information if it is allowed by law, authorised by **you**, to prevent fraud or in order that **we** can liaise with **our** agents in the administration of this policy.

Under the terms of the Act **you** have the right to ask for a copy of any information **we** hold on **you** upon payment of an administrative fee. **You** also have the right to ask for correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

Enquiries in relation to data held by **us** should be directed to the Customer Services Department, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

## Standard of Workmanship

**We** will monitor the progress of **your** assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

## Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, registered company number 3668383, and is underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, registered company number 103274.

Home State: United Kingdom

## Call Recording

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

Call Assist Ltd, firm reference number 304838 and DAS Legal Expenses Insurance Company Limited, firm reference number 202106 are authorised and regulated by the Financial Services Authority.

The Green Insurance Company  
1 Masterton Way  
Tannochside Business Park  
Uddingston G71 5PU

Registered in Scotland  
Company number SC314868  
VAT number 380094850

Registered Office  
1 Masterton Way  
Tannochside Business Park  
Glasgow G71 5PU

The Green Insurance Company is an insurance intermediary, authorised and regulated by the Financial Services Authority. For your protection and ours, calls may be recorded.

[www.greeninsurancecompany.co.uk](http://www.greeninsurancecompany.co.uk)

