



# Private Car UK & European Assistance Policy Summary and Full Policy Wording



# Private Car UK & European Assistance Policy Summary

This policy summary does not contain full details on the limits, conditions or exclusions of the insurance cover. For full details of the insurance cover, please read the full Policy Wording in this booklet.

## INSURER

Your breakdown cover is provided by Britannia Rescue and is underwritten by Liverpool Victoria Insurance Company Limited.

## TYPE OF COVER

**UK Recovery & Home Assist** – Will provide breakdown and recovery assistance if you breakdown at home, the normal place of garaging or away from home. Recovery will be to a local garage if you breakdown at home or the normal place of garaging. If you breakdown more than a quarter of a mile from the home address or normal place of garaging we will take you to a destination of your choice.

**Europe** - Any countries within the geographical limits highlighted in the policy wording (see Section D of the policy booklet).

**(Only applicable if you have paid the relevant premium for the EU extended policy)**

## HOW TO OBTAIN ASSISTANCE

Please call 0800 023 2764 if you are in the UK or +44 1202 314 163 if you are in Europe

For textphone please dial 18001 first.

## COVER BENEFITS

### Recovery:

We will try to repair any fault at the roadside if your vehicle breaks down or fails to start more than a quarter of a mile from your home address or normal place of garaging. If we cannot repair your vehicle at the roadside, we will take your vehicle, you and up to 7 passengers to a suitable place of repair or to a destination of your choice if we cannot repair your vehicle by the end of the day on which the breakdown occurred.

### Home Assist:

If your vehicle fails to start at home or the normal place of garaging, we will try to repair the fault but if this is not possible we will take you to a suitable place of repair in the local area.

### Onward Travel & Overnight Accommodation:

If following a breakdown away from home or the normal place of garaging and the vehicle cannot be repaired by the end of the day on which the breakdown occurred you can choose one of the following options –

1. A hire car of up to 1600cc (subject to availability) for a period not exceeding 24 hours. You must take up the hire car option within 24 hours of the breakdown.
2. The cost of alternative transport for you and up to 7 passengers. The most we will pay is £100 for this benefit.
3. The cost of overnight bed and breakfast accommodation close to the garage that is repairing your vehicle. The most we will pay is £60 per person for this benefit up to a total amount of £500 for any one claim. We will also pay up to £40 for public transport costs to enable the driver to collect the vehicle the following day.

### Caravan & Trailer Assistance:

Any caravans or trailers attached to your vehicle at the time of a breakdown will be recovered with your vehicle. Caravans or trailers attached to vehicles following a request for assistance at the normal place of garaging will not be recovered.

### Message Relay Service:

We can inform friends, family or business associates of any delays if you suffer a breakdown or failure of the vehicle to start.

### European Breakdown Assistance:

We will provide Roadside Assistance and Recovery if you break down within the geographical limits shown in the policy wording (see Section D of the policy booklet).

## SIGNIFICANT OR UNUSUAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

- Vehicles over 14 years old at inception of the policy
- Vehicles which are used for Hire and Reward purposes
- Vehicles which were not roadworthy or were broken down before your policy began will not be covered
- Excessive or unreasonable use of the service. An example of this could be a failure to repair the vehicle following a call out for the same problem
- The cost of all parts or supplies used or provided to you or for your vehicle
- Any change to the vehicle on cover must be permanent
- Any charges incurred because your vehicle is not carrying a legal or serviceable spare wheel
- Any costs involved with using additional equipment to move your vehicle into a position where we can try to repair it or transport it

- Breakdown services for vehicles involved in sporting events
- Reduction in the level of cover is not allowed during the policy period
- We will not pay any costs for assistance that we have not been arranged through our control centre
- Any claims arising from speeding, alcohol or drug related incidents
- Any fines, penalties, tolls or unclamping charges you have to pay. We will pay any toll fees if you have been recovered by one of our agents
- Any labour charges unless they are covered by your policy or where we have agreed to pay them prior to any repairs commencing
- The cost of any service outside the period of cover shown on your current Schedule of Insurance, or where the premium has not been paid
- Vehicles must conform to the dimensions shown in Section B of the policy wording (Vehicles)

### PERIOD OF INSURANCE

The policy is a 12 month contract and cover will be in place for 12 months or until the date of expiry shown on the current Schedule of Insurance.

### CANCELLATION

#### At policy commencement:

When you receive confirmation of your Policy, you have 14 days in which to consider the cover provided. If you are not satisfied, you may apply to Motor & Home Direct for a pro rata refund of premium paid, which will be provided as long as you have not used any of our services.

#### During the policy term:

You may cancel your Policy at any time by contacting Motor & Home Direct. No refund will be paid if you cancel the policy after the 14 day cancellation period shown above.

### COMPLAINTS

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. A copy of our internal complaints handling procedure is available on request.

If you feel that we have not offered a first class service please contact us on 0800 756 8828 (Opening hours Mon-Fri 9am-5pm) or in writing to:

The Quality Manager,  
 Britannia Rescue,  
 Folly Hall Mills,  
 St Thomas Road,  
 Huddersfield,  
 West Yorkshire HD1 3LT.

Email: [quality@britanniarescue.com](mailto:quality@britanniarescue.com)

If we can't resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter:  
 Financial Ombudsman Service,  
 South Quay Plaza,  
 183 Marsh Wall,  
 London E14 9SR.

Telephone 0800 0 234 567  
 (free for people phoning from a "fixed line", for example a landline at home) or 0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action.

### COMPENSATION FROM THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

- Compulsory insurance, such as third party motor insurance, is covered for 100% of the claim.
- Non-compulsory insurance, such as breakdown insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation Scheme:

7th Floor  
 Lloyds Chambers  
 Portsoken Street  
 London E1 8BN

Tel 0207 741 4100  
 Email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

Britannia and Britannia Rescue are registered trade marks and trading styles of the Liverpool Victoria group of companies. Liverpool Victoria Insurance Company Limited, registered in England and Wales No. 3232514 is authorised and regulated by the Financial Services Authority, register number 202965. Registered address for both companies: County Gates, Bournemouth BH1 2NF. Tel: 01202 292333. For various legal, regulatory and service requirements your telephone call may be recorded or monitored

# Private Car UK & European Breakdown Assistance & Homestart Full Policy Wording

We aim to communicate with you in a manner that is clear, fair and not misleading. We are able to provide literature and communications in the following alternative formats: Braille, large print or audiotape. Should you require information on this product or service in any of these formats, please contact Motor & Home Direct. If there is anything you do not understand please ask Motor & Home Direct for an explanation.

## HOW TO OBTAIN ASSISTANCE

Please call 0800 023 2764 if you are in the UK or +44 1202 314 163 if you are in Europe. For textphone please dial 18001 first.

## IMPORTANT INFORMATION

Your breakdown cover is provided by Britannia Rescue and is underwritten by Liverpool Victoria Insurance Company Limited.

Motor & Home Direct acts as an agent to Liverpool Victoria Insurance Company Limited for the purposes of selling and administering breakdown policies. Britannia Rescue is a registered trade mark and is a trading style of the Liverpool Victoria group of companies. Liverpool Victoria Insurance Company Limited registered in England and Wales No. 3232514 is authorised and regulated by the Financial Services Authority, register number 202965. Registered Address for all Liverpool Victoria Companies: County Gates, Bournemouth BH1 2NF. Telephone – 01202 292333.

Motor & Home Direct Insurance Services, a trading style of Commercial Vehicle Direct Insurance Services Ltd, is authorised and regulated by the Financial Services Authority, register number 302216. You can check this information by visiting the Financial Services Authority website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234. You can also obtain a copy of the Insurance Conduct of Business Sourcebook (ICOB) rules from the FSA website or by telephoning them on the above number.

### 1) Your responsibility

We will carry out our role with due skill, care and attention. So it is important you understand that it's your responsibility to provide complete and accurate information when you take out your insurance policy, throughout the life of the policy and when you renew your insurance. It is important that you make sure all statements you make are full and accurate. Failure to disclose material facts or any inaccuracies in your answers may invalidate your insurance cover and could mean that part or all of a claim may not be paid. This obligation applies both at the start and throughout the period of all policies. Any changes must be disclosed

immediately. You are advised to keep copies of documentation sent to or received for your own protection.

### 2) Data Protection Act and other related disclosure

Liverpool Victoria Insurance Company Ltd is registered under the Data Protection Act and our registration number is Z7450597.

Motor & Home Direct is registered under the Data Protection Act and their registration number is Z5268008.

This information is provided to you to explain how your details may be used and to tell you about the systems that are in place that allow the detection and prevention of fraudulent applications and claims. The savings that are made help to keep premiums and products competitive.

For the purposes of The Act the Data Controllers of any personal data provided in connection with your insurance are Liverpool Victoria Insurance Company Ltd and Motor & Home Direct. Information provided may be held, whether or not a product is purchased, on computer, paper file or other medium to enable the recording of an enquiry for a reasonable period of time, for as long as the application is being considered, for as long as the policy remains in force and afterwards to ensure that a clear and complete audit trail of policy records and transaction history is maintained. The information (some of which may be sensitive) may be used to process and administer your business by Liverpool Victoria Insurance Company Ltd, Motor & Home Direct and our agents (e.g. service providers both within and outside the European Economic Area with which we have agreements). It may also be used/or disclosed to regulators for the purposes of monitoring and/or enforcing compliance with any regulatory rules, guidelines or codes.

Occasionally your data may be disclosed to carefully selected third parties (including companies who form part of the Liverpool Victoria Group and Motor & Home Direct) who are assisting us in service improvement activities. If your details have been obtained through an affinity association, some of your information, including product details and ongoing information may be passed to that affinity organisation for membership, business analysis and other relevant purposes. In the event that you move to a new insurance provider, certain details relating to your insurance may be passed to the new insurer if requested to do so and where there has been a genuine request by your new insurer. In the event of a request for policy information by an individual other than the policy owner, checks will be made with the individual that the policy owner has given permission to the individual to communicate on the policy owner's

behalf. Please note that any Sensitive Data (as defined under the Data Protection Act 1998) provided will not be used for marketing purposes.

### 3) Access to the personal information we hold about you.

You can ask for a copy of the personal information we hold about you by writing to CCA Department, LV=, County Gates, Bournemouth BH1 2NF. This is subject to the provisions of The Data Protection Act 1998 and payment of a fee.

### 4) Communications

All communications will be in the English language. For various legal, regulatory and service requirements your telephone call may be recorded or monitored.

### 5) Governing law jurisdiction

The Courts of England and Wales shall have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with the validity, effect, interpretation or performance of the legal relationship established by this agreement or otherwise arising in accordance with this agreement. Unless you have confirmed in writing to us prior to the completion of any insurance contract, you will consent to submit irrevocably to the jurisdiction of the English Courts.

### 6) Cancellations

#### At policy commencement:

When you receive confirmation of your Policy, you have 14 days in which to consider the cover provided. If you are not satisfied, you may apply to Motor & Home Direct for a pro rata refund of premium paid, which will be provided as long as you have not used any of our services.

#### During the policy term:

You may cancel your Policy at any time by contacting Motor & Home Direct. No refund will be paid if you cancel the policy after the 14 day cancellation period shown above.

### 7) If you want to make a complaint

We are proud of our reputation for fairness in the way we deal with our policyholders. However, occasionally disputes or misunderstandings can happen. If you have any enquiry or complaint about us or your policy or a claim made under it, you should first phone customer services on 0800 756 8828 (Mon – Fri 9am – 5pm).

Or write to:

The Quality Manager,  
Britannia Rescue,  
Folly Hall Mills,  
St Thomas Road,  
Huddersfield,

West Yorkshire HD1 3LT.

Or Email: [quality@britanniarescue.com](mailto:quality@britanniarescue.com)

A copy of our internal complaints handling procedure is available on request.

If we can't resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0800 0 234 567 (free for people phoning from a "fixed line", for example a landline at home) or 0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action.

### 8) Compensation from the Financial Services Compensation Scheme (FSCS)

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

- Compulsory insurance, such as third party motor insurance, is covered for 100% of the claim.
- Non-compulsory insurance, such as breakdown insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation Scheme:

7th Floor  
Lloyds Chambers  
Portsoken Street  
London E1 8BN

Tel 0207 741 4100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## DEFINITIONS

**'agent'** – a trained, professional motor mechanic/recovery driver or specialist service provider.

**'breakdown'** – immobilisation of the vehicle due to a mechanical or electrical failure, theft or attempted theft, vandalism, accidental damage, a flat tyre or lack of fuel occurring during the period of cover.

**'motorail'** – a specific European Rail Service for transporting vehicles across Europe. Motorail services do not include Channel Tunnel rail services.

**'passengers'** – occupants of the vehicle (excluding hitch hikers).

**'uk market value'** – the value for the relevant make and model as specified in Glass's Guide or a recognised equivalent.

**'trip'** – a pre booked continuous journey to the countries as specified within the geographical limits of Section E which begins and ends in the UK and which does not exceed 31 days for any one trip and does not exceed 60 days in total during the policy period.

**'vehicle'** – any mechanically propelled vehicle that requires insurance for use as specified under the Road Traffic Act 1988 and is within the dimensions highlighted in Section B – Vehicles.

**'we', 'us' and 'our'** – Liverpool Victoria Insurance Company Limited, and where the context dictates, Liverpool Victoria Insurance Company Limited trading as Britannia Rescue.

**'you', 'your' and 'the policyholder'** – Any driver who is using the vehicle with the policyholders permission.

**'your representative'** – anyone acting with or on your authority.

## SECTION A - INTRODUCTION TO PRIVATE CAR BREAKDOWN COVER

- This policy is for residents and companies situated in the United Kingdom, the Channel Islands and the Isle of Man and entitles the policyholder to our vehicle breakdown and recovery services within the United Kingdom, the Channel Islands and the Isle of Man, the Republic of Ireland and any country specified within the geographical limits of Section D. We have set out the different levels of cover in Sections C, D, E & F of this policy.
- We will protect you against the cost of services provided by us to you in the event of a breakdown which is within the policy period as shown on your current Schedule of Insurance, providing you have paid an insurance premium for this protection.

- Unless you give us a future start date your cover start date is that shown on your current Schedule of Insurance. Your expiry date will also be shown on your current Schedule of Insurance.
- The policy will cover vehicles named by the policyholder and where a premium has been paid for the insurance, regardless of who is driving the vehicle at the time of a breakdown or failure of the vehicle to start as long as they have the permission of the policyholder to use the vehicle.
- Our breakdown policy covers vehicles not drivers.
- We reserve the right not to invite renewal of your policy. If this is the case Motor & Home Direct will inform you in writing before the policy expires.

## SECTION B - VEHICLES

- Vehicles must be no more than 14 years old at the start date of the policy
- Vehicles and any caravan or trailer that is attached to your vehicle must be registered as owned by you, a member of your household or your company and be kept at your home address or normal place of garaging.
- We will not provide services for vehicles that are not shown on your current Schedule of Insurance. You must tell Motor & Home Direct immediately if you change your vehicle.
- Vehicles must be in a roadworthy condition and should be serviced and maintained in line with manufacturer guidelines and meet all legal regulations, including if appropriate having a valid MOT certificate. It is your responsibility to ensure that all vehicles are kept in this condition throughout the period of cover and we may ask for proof in the event of a dispute. The service does not cover vehicles which, in the opinion of the agent attending the vehicle, were not roadworthy or were broken down before your policy began.
- Vehicles should not be more than 7.0 metres in length, 2.3 metres wide, 3 metres in height, or a weight when fully loaded of 3.5 tonnes. You must always carry a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit and equipment and keys for any tyre security devices when supplied by the manufacturer.
- Caravans and trailers – your cover includes any caravan or trailer that is attached to your vehicle unless the breakdown occurs at the normal place of garaging or within a quarter of a mile of that address or the location at which your caravan is normally stored. Caravans and trailers should not be more than 8 metres in length (including A-frame) and fitted with a standard 50 millimetre ball coupling. All caravans and trailers must meet the requirements of the Road Vehicles (Construction and Use) Regulations 1986. If appropriate you must always carry a legal and serviceable spare wheel or

a manufacturer supplied or approved emergency tyre inflation kit and equipment and keys for any tyre security devices when supplied by the manufacturer.

### **SECTION C – UK RECOVERY & HOME ASSIST**

If your vehicle cannot be driven because of a breakdown or where the vehicle fails to start at the policyholder's home address or normal place of garaging, we will:

- Try to repair the fault at the roadside so that you can continue your journey safely and legally but where this is not possible we will transport the vehicle, contents, driver and up to 7 passengers to a suitable place of repair.
- Transport the vehicle, contents, driver and up to 7 passengers to your choice of destination if, in our opinion, the fault or damage cannot be repaired at the scene of the breakdown or locally by the end of the working day. We will not pay for any other recoveries.
- Pay the cost of providing these services, including call out and labour for up to an hour when assisting at the roadside.
- Pay the labour costs and reasonable incidental expenses following agreement between you and us if a major fault can be repaired locally. This will be instead of having to transport you, your vehicle and passengers a long distance to carry out repairs or having to take you to your chosen destination.
- Try to make your vehicle safe to drive following accidental damage, theft, attempted theft or vandalism. You will be responsible for the full cost of any repair, and for collecting the vehicle. If repairs cannot be carried out at the roadside, we will take the vehicle to your chosen destination.
- Supply a Relief Driver if the only driver of the vehicle cannot continue a journey because of illness or injury or where other drivers are not sufficiently experienced or confident in using the vehicle. A doctor's note confirming the illness or injury will be required.
- Relay telephone messages to your family members, friends or business associates to advise of unforeseen travel delays.
- Claim for the cost for one single standard class rail ticket for any authorised driver to collect the vehicle following repair.

You may also choose from one of the following benefits if, in our opinion, repairs to the vehicle cannot be completed at the end of the working day on which the vehicle suffered a breakdown:

- a) The hire of a replacement car (up to 1600cc) for up to 24 hours with you being responsible for all costs imposed by the hire car company. You must take up the option of a hire car within 24 hours of the breakdown; or
- b) The cost for you and any passengers to either

continue the journey or return to the normal place of garaging by our choice of alternative transport, up to a maximum of £100; or

- c) Pay up to £60 per person for overnight bed and breakfast accommodation up to a maximum of £500 at a hotel near the repair garage, and up to £40 for reasonable public transport costs to get the driver to the garage the following day. You must send us your claim within 28 days for us to pay you these costs, along with the relevant receipts.

#### **Exceptions to Section C**

- If you do not accept immediate recovery following a call out to the home address or normal place of garaging, you will have to pay for any further help for the same fault.
- Recovery from the home address or normal place of garaging will only be to a suitable place of repair.
- Any amounts more than those specified within Section C above.
- All costs relating to parts remain your responsibility unless you and us agree otherwise.
- The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- The cost of, if needed, a specialist locksmith, body glass or tyre specialist.
- The cost of any medical transfers.
- A hire car not authorised by us.
- Car hire in the event of the vehicle requiring routine servicing or other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- Anything specified within the Service Limitations and Exclusions section of this Policy (Section F).

#### **Important Information about UK Recovery & Home Assist**

- Where it is not possible or safe to repair a fault at the roadside (for example, on a motorway), we may take the vehicle to a safe place or to the agent's premises to carry out the repairs.
- All costs relating to parts remain your responsibility unless you and us agree otherwise.
- The decision to supply a Relief Driver is at our absolute discretion.
- We cannot guarantee that a replacement vehicle will be available.
- Britannia Rescue will pay the cost of a hire car and the cost of insurance (where applicable) but you are responsible for all other costs imposed by the hire car company where a hire car is your preferred choice.
- We will not pay for any extra charges relating to specific needs of a replacement vehicle such as tow bars or roof racks; these requirements are subject to availability.

- You must meet the terms and conditions of the hirer which include having a valid driving licence, meeting the minimum age set by the hirer and being in possession of a valid credit card.
- Hire cars may not be taken out of the country without the permission of the hire car company.
- Our breakdown and recovery services do not extend to hire cars provided under Section C (UK Recovery & Home Assist).
- We will only provide help at home or your normal place of garaging if the vehicle fails to start.
- Recovery cannot be used as a way of avoiding repair costs.
- This service cannot be used if the vehicle has already broken down or was not in a roadworthy condition when cover was taken out.
- UK Recovery & Home Assist is only effective the day after you purchased this cover for the first time.

#### **SECTION D – UK & EUROPEAN ASSIST**

**(This extension only applies if the correct premium has been paid for the European extension and is indicated in your Schedule).**

In addition to all the services, benefits, terms and conditions given under Sections A, B & C of this policy, those detailed in sections D1 – D8 will also apply as well as Section E (General Conditions of Service) & Section F (Service Limitations and Exclusions).

This cover only applies to permanent named vehicles.

You may have to pay for some services such as hotel accommodation and claim it back from us when you get back to the UK. The exchange rate will be based on that current at the time the claim is processed.

We will aim to provide the most suitable and cost effective solution to your problem and our decision will be final. As well as the general terms and conditions of this policy, we will provide the following services if you travel to a country listed under the geographical limits below:

Geographical limits: Albania, Andorra, Austria, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Former Yugoslav Republic of Macedonia, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey in Europe, Ukraine.

#### **SECTION D1 – COVER BEFORE YOU TRAVEL**

If your vehicle cannot be driven because of a breakdown, accident, theft or attempted theft during the 7 days

immediately preceding a pre-booked trip departure date and repairs cannot be completed before you leave we will:

- Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all costs imposed by the hire car company. You must take up the option of a hire car within 24 hours of the breakdown; or
- Subject to all legal and statutory regulations allow a temporary change for the vehicle that is on cover to allow you to continue with your journey; or
- If your vehicle can be repaired within 24 hours of your original planned departure, we will cover the cost of rebooking your sea crossing or journey via the Channel Tunnel which was missed as a result of the incident giving rise to a claim under this section.

#### **Exceptions to Section D1**

- Any claims resulting from breakdown if you have purchased this cover less than 7 days before your planned departure date or an existing policy which expires before the end of your trip.
- You must meet the terms and conditions of the hirer which include having a valid driving licence, meeting the minimum age set by the hirer and being in possession of a valid credit card.

#### **SECTION D2 – MISSED MOTORAIL CONNECTION**

If you fail to connect with a pre-booked Motorail service on the outward journey because your vehicle breaks down, or is involved in an accident, theft, or attempted theft, we will:

- Pay up to £200 to store the insured vehicle at a location near the Motorail depot for your trip; and
- Pay the extra transport costs of you, your passengers and luggage to or from the Motorail depot and the location of your vehicle; and
- Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all costs imposed by the hire car company.

#### **Exceptions to Section D2**

- Connections to Channel Tunnel trains are not covered under Section D2 (Missed Motorail connections).
- You must meet the terms and conditions of the hirer which include having a valid driving licence, meeting the minimum age set by the hirer and being in possession of a valid credit card.

#### **SECTION D3 – ROADSIDE ASSISTANCE AND LOCAL RECOVERY**

If your vehicle cannot be driven because of a breakdown, accident, theft or attempted theft during your trip, we will:

- Try to repair the fault at the roadside so that you can continue your journey safely and legally; or
- If the fault cannot be fixed at the side of the road, or in circumstances where it is not possible or safe to try to repair a fault at the roadside (for example, on a motorway), we will transport the vehicle, contents, driver and up to 7 passengers to a nearby garage for repair.
- Provide a qualified driver to drive your vehicle and up to 7 passengers back to your home address in the UK; or
- Pay any extra costs to transport your vehicle, up to 7 passengers and luggage back to the UK as long as these costs are not higher than the market value of your vehicle; or
- Pay the reasonable costs for someone you choose to travel to where the insured vehicle is kept to drive it back to your home address or normal place of garaging in the UK.

#### **Important Information about Roadside Assistance and Local Recovery in Europe**

- In some countries if you break down on a motorway or other major route, your call may be answered by the police and they may arrange for a recovery without our authorisation. If this is the case, you may be asked to pay for the service and you should keep the receipt and claim it back from us when you get back to the UK.

#### **SECTION D4 – PROVIDING SPARE PARTS**

If replacement parts are not available locally to carry out a permanent repair, we will try and get them elsewhere. You will have to pay by credit card or debit card the cost of the replacement parts before we order them. We will pay all freight charges, subject to a maximum of £500 associated with getting the parts to the local repairer.

#### **SECTION D5 – VEHICLE NOT IN USE**

If your vehicle cannot be driven because of a breakdown, accident, theft or attempted theft during your trip and cannot be repaired within 24 hours, we will:

- Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all costs imposed by the hire car company. You must take up the option of a replacement hire vehicle within 24 hours of the breakdown; or
- Pay the reasonable costs to transport you, up to 7 passengers and your luggage to your onward destination; or
- Pay for overnight hotel accommodation for you and up to 7 passengers, up to £60 UK sterling for each person each night, to cover any additional costs you may incur in excess of your planned accommodation costs. You may have to claim these costs from us on your return. We will not pay your planned accommodation costs.

#### **Exceptions to Section D5**

- You must meet the terms and conditions of the hirer which include having a valid driving licence, meeting the minimum age set by the hirer and being in possession of a valid credit card.

#### **SECTION D6 – RELIEF DRIVER**

If the only available driver of your vehicle cannot continue a journey because of illness or injury, or where other drivers are not sufficiently experienced or confident in using the vehicle, we will:

#### **Important Information about Relief Driver**

- A doctor's note confirming the illness or injury will be required.

#### **SECTION D7 – REPATRIATING YOUR VEHICLE**

If your vehicle cannot be driven because of a breakdown, accident, theft or attempted theft during your trip or your vehicle could not be repaired in time for your return journey to the UK, we will:

- Pay any extra costs of transporting you, up to 7 passengers and luggage back to the UK; and
- Pay the cost of transporting your vehicle to your normal place of garaging in the UK as long as these costs are not higher than the market value of the insured vehicle; or
- Pay the reasonable costs for someone you choose to travel to the place where your vehicle is kept to drive it back to your home address or normal place of garaging in the UK.

#### **Important Information about repatriating your vehicle**

- It can take up to 15 working days to arrange repatriation of your vehicle following our agreement to do so.
- The UK market value of the vehicle will be obtained from the Glass's Guide or a recognised equivalent.
- We will not be responsible for the transportation of any excise goods that come under the jurisdiction of HM Revenue and Customs, such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation being arranged and you will be responsible for arranging an alternative method of shipping as well as any associated costs.

#### **SECTION D8 – TEMPORARY REPLACEMENT VEHICLE IN THE UK**

If you have to return to the UK before your vehicle, we will:

- Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all costs imposed by the hire car company, until your vehicle is returned to the UK. You must take up the option of a replacement hire vehicle within 24 hours of the breakdown; or

- Subject to all legal and statutory regulations agree a temporary vehicle swap until your vehicle is returned to the UK.

#### **Exceptions to Section D8**

- You must meet the terms and conditions of the hirer which include having a valid driving licence, meeting the minimum age set by the hirer and being in possession of a valid credit card.

#### **EXCEPTIONS TO SECTION D**

- If you do not accept immediate recovery following a call out to the home address or normal place of garaging, you will have to pay for any further help for the same fault.
- Recovery from the home address or normal place of garaging will only be to a suitable place of repair.
- Any amounts above those specified within Section D.
- All costs relating to parts remain your responsibility unless you and us agree otherwise.
- The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- The cost of, if needed, a specialist locksmith, body glass or tyre specialist.
- A hire car not authorised by us.
- Car hire in the event of the vehicle requiring routine servicing or other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- Anything specified within the Service Limitations and Exclusions section of this Policy (Section F).

We will not pay for any of the following:

- Any bail or customs duty you must pay;
- Any costs which you would have had to pay anyway if the incident had not happened;
- Any costs arising after your vehicle has been returned to the UK irrespective of whether the vehicle requires workshop repair;
- The cost of replacement parts or other materials;
- Costs resulting from a previously discovered fault which has not been repaired by a qualified technician;
- Services covered by any other insurance policy or costs which you can claim against another person;
- The costs of any services you have to pay outside the geographical limits;
- The costs of any services our control centre have not authorised;
- Loss or damage to any unaccompanied baggage or personal belongings we are transporting;
- Any fines awarded against you;
- Your vehicle to be sent home if the costs of repatriation will exceed its UK market value.

- The cost of alternative shipping arrangements for excise goods which come under the jurisdiction of HM Revenue & Customs such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation of the vehicle being arranged.

#### **Important Information about UK & European Assist**

- Where it is not possible or safe to repair a fault at the roadside (for example, on a motorway), we may take the vehicle to a safe place or to the agent's premises to carry out the repairs.
- All costs relating to parts remain your responsibility unless you and us agree otherwise.
- The decision to supply a Relief Driver is at our absolute discretion.
- We cannot guarantee that a replacement vehicle will be available.
- Britannia Rescue will pay the cost of a hire car and the cost of insurance (where applicable) but you are responsible for all other costs imposed by the hire car company where a hire car is your preferred choice.
- We will not pay for any extra charges relating to specific needs of a replacement vehicle such as tow bars or roof racks; these requirements are subject to availability.
- Hire cars may not be taken out of the country without the permission of the hire car company.
- Our breakdown and recovery services do not extend to hire cars provided under Section D (UK & European Assist).
- You must meet the terms and conditions of the hirer which include having a valid driving licence, meeting the minimum age set by the hirer and being in possession of a valid credit card.
- We will only provide help at your home address or normal place of garaging if the vehicle fails to start.
- Recovery cannot be used as a way of avoiding repair costs.
- This service cannot be used if the vehicle has already broken down or was not in a roadworthy condition when cover was taken out.

#### **SECTION E - GENERAL CONDITIONS OF SERVICE**

1. You must make all requests for the breakdown service to our control centre immediately. We will not accept responsibility for any service or help that we have not arranged.
2. You or your representative must stay with the vehicle to make sure that the agent has access to the vehicle. Your representative must have your permission to authorise any necessary repair or other work, which will be at your expense and if appropriate, have your permission to drive the vehicle.
3. We will try to repair your vehicle, or take it to a

- suitable destination, dependant upon your cover entitlement. We do not cover normal vehicle maintenance and will charge you for any services that are not covered by all of the terms and conditions of the policy you have purchased.
4. All our agents are required by law to adhere to regulations on driver's hours. If a recovery is needed this may result in the agent taking regular breaks or the need to operate a staged recovery where further agents are used to share the recovery.
  5. In the event of a recovery our agent will unload the vehicle in a safe and appropriate place close to your chosen destination. For example, our agent will not unload a vehicle on private property if there is insufficient space, a risk of ground compression or obstacles which could make this difficult.
  6. You must tell us if you are covered for services by any other insurance policy or can claim against another person. We may ask you to include our invoice in your claim against the other person or against your other policy to recover or reduce our costs.
  7. It is your responsibility to make sure that any temporary repair that our agents carry out is followed immediately by any necessary permanent repair. We may ask for proof of repair in the event of a dispute.
  8. In the event that your payment defaults, we will terminate cover forthwith and seek to recover all costs incurred in providing services to you. We reserve the right to refuse service in the event of payment default.
  9. If we believe you have used the service excessively or unreasonably, for example, by not having permanent repairs done following a temporary repair carried out by an agent, or due to lack of routine maintenance, we may cancel your policy by sending 7 days' notice by recorded delivery to your last known address.
  10. In the event that we have provided services which are not covered by this policy, for example we have provided spare parts to effect a repair for which settlement has not been made to the agent or supplier as specified in clause F2, we will send you an invoice for the amount due which should be paid within 30 days.
  11. If you have given false information on your application for cover, or given incorrect information when you asked for help, for example the vehicle does not meet all legal requirements or was broken down before cover was accepted you will have to pay all costs which we have had to pay as a result of your false or incorrect information. In such circumstances we reserve the right to terminate cover forthwith.
  12. In the event of a road traffic accident we may ask you to contact your motor insurance company in the first instance to arrange recovery to ensure you receive your full entitlements. If assistance is not available for whatever reason, we will provide the services as shown under your cover entitlement.
  13. We may only recover a vehicle from the scene of an accident if we have permission from the emergency services involved.
  14. If there are any differences between the terms in this policy document and any terms our agents agreed over the phone or in person, these written policy conditions will apply.

## SECTION F - SERVICE LIMITATIONS AND EXCLUSIONS

We will not be responsible for providing the following:

1. The cost of any service outside the period of cover, or where we have not received the correct premium.
2. The cost of all parts or supplies used or provided to you or for your vehicle. These will include:
  - The cost of supplying and fitting windscreens;
  - Labour costs in removing and disposal of contaminated or incorrectly mixed fuel; and
  - Storage charges unless we have specifically covered them under your chosen level of cover.

### **You must pay all these costs to the agent or supplier.**

3. Any charges incurred because your vehicle is not carrying a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit or equipment or keys for any tyre security devices.
4. Any fines, penalties, tolls or unclamping charges you have to pay.
5. Accommodation or other expenses (for example, rail or taxi charges) that you or your passengers have to pay, unless we have specifically covered them under your chosen level of cover.
6. Any costs involved in moving your vehicle into a position where we can try to repair it or transport it. For example all charges for retrieving your vehicle from a ditch or field are your responsibility.
7. The full costs of our agent's time if, having called us, you employ another agent before our agent arrives to repair or recover your vehicle. However, if you phone us for help but you manage to get your vehicle going again, we may agree not to charge you for our agent's time if you contact our control centre immediately.
8. Breakdown services for vehicles involved in sporting events, including racing, pacemaking, speed testing, rallies, trials and all other track-

based activities and those involved in leisure off road events.

9. Vehicles used for Hire and Reward purposes.
10. We will not be responsible for any loss of business, loss of profit, loss of revenue, loss of contract, loss of goods or any direct or indirect losses incurred as a result of the services provided to you under this policy or the delay or alleged delay in providing such services.
11. Major repairs, servicing, stripping down vehicles or reassembly (including repairing faulty brakes, steering, suspension or DIY work).
12. Recovering a caravan or trailer if it is occupied by people or livestock, and transporting animals and pets in a recovery vehicle (with the exception of Assistance Dogs). In these cases, the agent's decision is final.
13. Any costs you have to pay if, following an accident, the police have temporarily removed the vehicle to a safe place or local garage. After you have paid any costs and filled in the necessary paperwork, we will recover your vehicle subject to the conditions under clause E12.
14. Recovery if it would be dangerous or illegal for our agent to load or transport your vehicle. In these cases, the agent's decision is final.
15. We cannot provide help on commercial garage premises which are not our agent's premises.
16. Services in the case of:
  - events beyond our reasonable control;
  - war or military operations;
  - acts of terrorism;
  - civil disorder;
  - a national emergency;
  - the activities of civil or government authorities (including the refusal or revocation of any licence or consent);
  - legal restrictions;
  - industrial disputes;
  - fire;

- lightning;
  - explosion;
  - flood (except where the breakdown has occurred due to water damage while the vehicle was in motion / use);
  - nuclear explosions or a release of ionising radiation;
  - subsidence; or
  - severe weather conditions where it would be unsafe for the agent to attempt to recover or repair the vehicle.
17. Any claims arising from speeding or alcohol/drug related incidents.
  18. Transportation of any excise goods which come under the jurisdiction of HM Revenue & Customs such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation being arranged and you will be responsible for arranging any alternative method of shipping and the cost of that shipping.
  19. We (and any of our directors, employees or other representatives) will not be legally responsible for any losses, costs or damages which you suffer as a result of our failure to provide the services listed in Sections C & D.

Despite these limitations and exclusions, we do not intend anything in these policy conditions to limit any legal rights you may have as a consumer against us or our employees or agents as a consequence of death or personal injury resulting from our negligence or that of our employees or agents.

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