



Road Rescue Vehicle Breakdown Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

Policy Wording

Who does it cover?

The policyholder named on the policy schedule whilst driving the **vehicle** registered on the policy schedule.

What criteria apply?

- This policy is available in respect of vehicles aged up to 15 years old from the date of first registration;
- Valid motor insurance must be held in respect of the **vehicle** at all times;
- Vehicles must be located within the **territorial limits** when cover is purchased and commences;
- This policy is not an alternative to the routine servicing or maintenance of any **vehicle**.

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- to make sure that all information supplied as part of **your** application for cover is true and correct
- tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current policy schedule, insurance product information document and any endorsements or certificates or changes to this policy **we** give **you**. These items together form **your** contract of insurance.

Please remember

This is a motor **breakdown** policy, designed to get **your** car back on the road as quickly as possible. It does not cover the cost of parts or labour, and once **we** have taken **your** car to a garage, **you** will need to arrange and pay for any repairs **yourself**. This policy is not an alternative to routine servicing of any **vehicle**, nor is it designed to avoid paying for repair costs when required.

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How to make a claim

If **you** have broken down and need to notify **us** of a claim, please call **our claims handler's** 24 hour number **01274 288 488**.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint cannot be resolved by the end of the third working day, **your** complaint will be passed to:

Customer Relations Department
UK General Insurance Limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds. LS10 1RJ

Telephone: **0345 218 2685**

Email: customerrelations@ukgeneral.co.uk

If **your** complaint relates to a claim, please contact:

International Breakdown,
The Old Clock House,
Odsal Road,
Bradford, West Yorkshire,
BD6 1AQ

Telephone: **01274 288 488**

If **your** complaint cannot be resolved by the end of the third working day, **your** complaint will be passed to:

Customer Relations Department
UK General Insurance Limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds. LS10 1RJ

Telephone: **0345 218 2685**

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower, London. E14 9SR.

Telephone: **0300 123 9 123**

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Renewal procedure

The term of **your** policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and **us**.

We will not be bound by any agreement between **you** and any other person or organisation.

You may not assign any of the rights under this policy without **our** express prior written consent.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

Definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Accident: A collision immediately resulting in the **vehicle** being immobile or unsafe to drive.

Breakdown: Any or all of the following occurring to the **vehicle** within the **territorial limits** shown in **your** schedule which immediately results in the **vehicle** being immobilised or illegal or dangerous to drive:

- Unforeseen electrical or mechanical failure;

- **Accident;**
- Fire, theft or vandalism;
- Lack of fuel;
- **Misfuelling** of the **vehicle**;
- Flat battery; or
- A puncture to the tyre(s) of the **vehicle**

Callout(s):	The deployment of a roadside agent to your vehicle .
Claims Handler:	National Breakdown.
Home Address:	The address you live in within the United Kingdom .
Home Assist:	Assistance within a one-mile radius of your home address .
Insurer:	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.
Misfuelling:	Mistakenly putting petrol in the fuel tank of a diesel engine vehicle , or diesel in the fuel tank of a petrol engine vehicle .
Period of Insurance:	The duration between the policy start date, when cover commences and the policy end date, as noted on your policy schedule
Roadside Agent(s):	The agent appointed by the claims handler to assist you .
Specialist Equipment:	Non-standard apparatus or recovery vehicles which in the opinion of the roadside agent are required to recover the vehicle . Specialist equipment includes but is not limited to winching and specialist lifting equipment.
Suitable Garage:	Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.
Territorial Limits (Europe)/European:	Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus) and Vatican City.
Territorial Limits (UK):	The United Kingdom , the Isle of Man and the Channel Islands.
Terrorism:	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
United Kingdom:	England, Scotland, Wales and Northern Ireland.
Vehicle:	The car, motorcycle, motor-trike, van below 3.5 tonnes, kit cars, driving school vehicles, towed caravan and trailers shown on your policy schedule as being eligible for this cover.
We/Us/Our:	Motorplus Limited t/a Coplus.
You/Your/Yourself:	The person named on the policy schedule as the holder of this policy.

Cover

Your schedule will state which level of cover applies.

Cover Level A – Local Recovery & Roadside Assistance

In the event of a **breakdown** which occurs within the **territorial limits (UK)**, and more than one mile from **your home address**, we will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent** they are unable to repair the **vehicle** at the roadside **we** will assist in the following way: -

Either:

- Arrange and pay for **your vehicle**, **you** and up to 7 passengers to be recovered to the nearest garage which can undertake the repair provided this is 10 miles or less from the scene of the **breakdown**

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **we** will arrange for **your vehicle**, **you** and up to 7 passengers to be transported to **your** chosen destination provided this is 10 miles or less from the scene of the **breakdown**.

Any recovery must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, **you** must immediately inform the **claims handler** of the address **you** would like the **vehicle** taking to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Cover Level B - Local Recovery & Roadside Assistance + Nationwide Recovery

If **you** have opted and paid for Cover Level B, it includes all of the same benefits as Cover Level A, with the addition of Nationwide Recovery.

If **your vehicle** cannot be repaired within the same working day in accordance with Cover Level A, **we** will arrange to transport **your vehicle**, **you** and up to 7 passengers to be transported to **your home address**, or if **you** would prefer and it is closer, **we** will arrange to transport **your vehicle** to **your** original destination within the **territorial limits (UK)**.

Any recovery must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, **you** must immediately inform the **claims handler** of the address **you** would like the **vehicle** taking to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Alternative Transport

We will pay up to £250 (up to £750 in the **territorial limits (Europe)**) towards the reasonable cost of alternative transport or vehicle hire. **we** will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

Driver Illness or Injury

In the event **you** suffer an illness or injury whilst away from **your home address** and none of **your** passengers are qualified and competent to drive, **we** will arrange and pay for **your vehicle** to be transported by a **roadside operator** or driven by a chauffeur to **your home address**. A medical certification clearly stating that **your** illness or injury is preventing **you** from driving will be required before any claim is authorised. **You** must pay any costs relating to obtaining the medical certificate.

Emergency Overnight Accommodation

We will pay a maximum of £150 for a lone traveller or £75 per passenger when not travelling alone for one night on a bed and breakfast basis. The maximum payment per incident is £500.

Caravans and Trailers

If **your vehicle** suffers a **breakdown** and **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **your** caravan/trailer will be recovered with **your vehicle** at no extra cost.

Keys

If **you** lose, break, or lock **your** keys within **your vehicle**, **we** will pay the **callout** and mileage charges back to the **roadside agent's** base or **your home address** if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle**, will be at **your** expense.

Message Service

If **you** require, **we** will pass on two messages to **your** home or place of work to advise that **your vehicle** has broken down.

Conditions applying to Alternative Transport & Emergency Overnight Accommodation Cover

- i) These services will be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from the **claims handler**. The policy will only pay for a hire vehicle which **we** deem is appropriate for **your** requirements and is available at the time assistance is provided. **We** will only reimburse claims when **we** are in receipt of a valid invoice or receipt;
- ii) The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location;
- iii) The **vehicle** cannot be repaired the same working day;
- iv) The **breakdown** did not occur within 20 miles of **your home address**;
- v) **We** will determine which benefit is offered to **you** depending upon the circumstances of the **breakdown** and what is the most cost effective option for **us**.

Cover Level C - Local Recovery & Roadside Assistance + Nationwide Recovery + Home Assist

If **you** have opted and paid for Cover Level C, it includes all the same benefits as Cover Level B, with the addition of **home assist**.

We will also send help to **your home address** or within a one-mile radius of **your home address** in the event **your vehicle** suffers a **breakdown**

If, in the opinion of the **roadside agent**, they are unable to repair **your vehicle** at the roadside, **we** will arrange and pay for **your vehicle** and up to 7 passengers to be recovered to the nearest garage which is able to undertake the repair.

Any recovery must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent call out charges.

If **your vehicle** requires recovery, **you** must immediately inform **our** rescue controller of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** is at **your** own risk.

Cover Level D - Local Recovery & Roadside Assistance + Nationwide Recovery + Home Assist + Europe

If **you** have opted and paid for Cover Level D, it includes all the same benefits as Cover Level C, with the addition of assistance within the **territorial limits (Europe)**. Cover will be provided within Europe where the maximum duration of any single trip does not exceed 90 Days or 120 Days (as detailed on **your** policy schedule) in any one consecutive 12 month policy period.

We will send help to the scene of the **breakdown** and arrange to pay **callout** fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of the **roadside agent**, they are unable to repair the **vehicle** at the roadside **we** will assist in the following way: -

- Arrange and pay for **your vehicle**, **you** and up to 7 passengers to be recovered to the nearest garage able to undertake the repair.
- If the **vehicle** cannot be repaired within 48 hours or by **your** intended return, whichever is the later, **we** will arrange for **your vehicle**, **you** and up to 7 passengers to be transported either to **your home address**, or if **you** would prefer and it is closer, **your** original destination within the **territorial limits (Europe)**.

Special Conditions Applying to Europe

- If **you** have broken down on a motorway or major public road in France and some other **European** countries, **you** will need to seek assistance from the roadside SOS phones, which will be answered by the police. They will arrange for local services will tow **you** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further assistance. **We** will pay a maximum of £150 towards reimbursement of the costs, but **we** will only reimburse claims when **we** are in receipt of a valid invoice/receipt. payment will be made in accordance with the exchange rate on the date of the claim;
- If **you** have broken down in a **European** country during a public holiday, many services will be closed during the holiday period. In these circumstances, it may take more time for **us** to assist **you** and effect a repair to **your vehicle**. **We** cannot be held liable for any delays in reaching **your** destination;
- **We** will provide service in the **territorial limits (Europe)** where the maximum duration of any single trip does not exceed the period which is noted on **your** policy schedule. However short term policies (those with a **period of insurance** lasting one month or less) will be limited to a single trip not exceeding the **period of insurance**.

General Information Regarding European Breakdown

Remember to take **your** V5C vehicle registration document with **you** during **your** journey. **You** will need to carry the original, as proof of ownership of the **vehicle**. If **you** are not the owner of the **vehicle**, **you** will need a letter of authority from the owner and a Vehicle on Hire Certificate (VE103) instead.

If **your** V5C registration document or VE13 document is not immediately available, **you** will be held liable for any costs incurred if copies of **your** V5C registration document are not immediately available.

Regulations are different when **you** breakdown in **Europe** and help may take longer in arriving. **We** will require as much information as possible from **you** regarding the location of **your** **vehicle**. **We** will need to know if **you** are on an outward or inward journey and details of **your** booking arrangements. When **we** have all the required information **we** will liaise with **our** **European** network, **you** will be kept updated. For this reason, **we** ask that **you** remain at the telephone number **you** called from.

Claims Conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

1. If **we** have not received details of **your** cover prior to assistance being required, **we** will assist **you** however before assistance can be provided **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **we** subsequently receive confirmation that **you** have adequate cover the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate cover, **we** will take payment for any uninsured costs;
2. **You** must remain with or nearby the **vehicle** until help arrives, provided it is safe to do so;
3. **You** must ensure personal possessions are removed from the **vehicle** prior to **your** **vehicle** being recovered;
4. If a **callout** is cancelled by **you** and a **roadside agent** has already been dispatched, a **callout** will still be deducted from **your** policy. **We** recommend that **you** wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent **callouts**;
5. **We** may charge **you** for any costs incurred as a result of incorrect location details being provided to **us**;
6. **We** may refuse to provide the service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our** rescue controllers or the **roadside agent**.
7. **Your** **vehicle** must be registered at and ordinarily kept at an address within the **territorial limits (UK)**;
8. **Your** **vehicle** must have a valid MOT certificate, if it is required to have one;
9. The **vehicle** must be covered under a valid motor insurance policy at all times;
10. **Vehicles** must be located within the **territorial limits (UK)** when cover is purchased and commences;
11. **You** must provide proof of outbound and inbound travel dates if **we** request them;
12. **We** will only pay ferry and toll fees within the **territorial limits (UK)**;
13. If **we** can repair **your** **vehicle** at the roadside, **you** must immediately pay for any parts supplied and fitted by debit or credit card;
14. If the **vehicle** is recovered to a garage that can repair the **vehicle** within the terms stated, the repair must be carried out there. **You** must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be refused;
15. **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **you** do not have funds available, any further service related to the claim will be refused;
16. In the event **you** use the service and the claim is subsequently found not to be covered by the policy **you** have purchased, **we** reserve the right to reclaim any benefit **we** have paid out from **you** in order to pay for the uninsured service;
17. **We** may refuse to provide a service if **you** have an outstanding debt with **us**;
18. If **you** have a right of action against a third party, **we** reserve the right to recover any costs incurred by **us** and **you** must co-operate with **us** in doing so;
19. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** must claim these costs from the **insurer** and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party;
20. **Our** **roadside agents** must comply with the relevant law and regulations limiting the number of hours they can drive. Regular breaks and 'changeovers' may be required when transporting **your** **vehicle**;
21. **We** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided, under any circumstances;
22. This policy is not transferable to another person;
23. If the **vehicle** is unroadworthy in the opinion of **our** **roadside agent** due to lack of maintenance, **we** may terminate **your** policy immediately by notifying **you** by letter to **your** **home address**, unless **you** are able to provide up to date servicing records.

General Conditions

1. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

2. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether we accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on pages 1-2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

5. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

6. Acts of Parliament

All references to Acts of Parliament in this **policy** shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General Exclusions (applying to all sections of this policy)

The **insurer** will not pay for claims arising from or associated with:

1. **Vehicles** aged over 15 years from date of first registration;
2. The transportation of horses or livestock;
3.
 - i) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard towing hitch; or
 - ii) **Breakdowns** or **accidents** to the caravan or trailer itself when not attached to the **vehicle**;
4. A **callout** where glass or windscreens have been damaged;
5. **Vehicles** that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised;
6. **Breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water;
7. Costs incurred in addition to a standard **callout** for the cost of supplying a spare wheel and tyre if:
 - i) **your vehicle** is not carrying a serviceable spare wheel and is equipped to do so;
 - ii) or is not equipped with an aerosol repair kit, or the appropriate jack;
 - iii) or the locking mechanisms for the wheels are not immediately available to remove the wheels;
8. Costs incurred in respect of **specialist equipment**, additional manpower and/or recovery vehicles;
9. Costs incurred in respect of a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood;
10. Overloading of the **vehicle** or carrying more passengers than it is designed to carry;
11. **Vehicle** faults which have not been remedied or repaired by a **suitable garage** where **you** have requested a **callout** within the last 28 days;
12. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes effect, **we** will only recover the **vehicle** and passengers to one address in respect of any one **breakdown**;
13. Any **vehicle** which is not listed on **your** policy schedule as being eligible for **breakdown** cover;
14. A **breakdown** following use of the **vehicle** for:
 - i) motor racing;
 - ii) rallies;
 - iii) rental/ hire;
 - iv) public hire;
 - v) private hire;
 - vi) courier services; or
 - vii) racing, off road driving, rallies, track days, duration or contest or speed trials or practice for any of these activities;
15.
 - a) Minibuses, commercial **vehicles** over 3,500kg (3.5 tonnes), motorhomes, horseboxes, or limousines;
 - b) **Vehicles** exceeding 3,500 kg (3.5 tonnes) gross **vehicle** weight;
 - c) **Vehicles** more than 8.5metres long, 2.5 metres wide and 3.5 metres high;
16. Assistance if the **vehicle** is in an illegal condition, untaxed, uninsured or unroadworthy;
17. Assistance if the **vehicle** breaks down in a place **we** cannot access or will be dangerous or illegal to transport;
18. The cost of any parts, components or materials used to repair the **vehicle**;
19. Repair and labour costs other than the cost of half an hours' roadside labour at the scene of the **breakdown**;
19. The use of **specialist equipment** if the **vehicle** has modifications which impede the usual method of recovery;
20. The cost of draining or removing contaminated fuel;
21. Storage charges;
22. A **breakdown** which occurs:
 - a) prior to the start date of this policy or within the first 24 hours of the start date of this policy; or
 - b) prior to the date the **vehicle** was placed on cover;
 (This exclusion does not apply to policies at renewal or where there is continuous cover transferred from another rescue provider);
23. More than six **callouts** in any one **period of insurance**;
24. Claims totalling more than £15,000 in any one **period of insurance**;
25. Any costs or expenses not authorised by the **claims handler**;
26. The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidental costs;
27. Expenses incurred prior to a claim being agreed and authorised by **us**;

28. Charges made by any other company (including police recovery) other than the **roadside agent's** costs, a car hire agency' or accommodation charges which have been authorised by **us**;
29. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**;
30. Any costs that would have been incurred if no claim had arisen;
31. Any false or fraudulent claims;
32. The cost of alternative transport other than to **your** destination and a return trip to collect **your** repaired **vehicle**;
33. The cost of fuel, oil or insurance for a hire **vehicle**;
34. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day;
35. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired;
36. Any damage or loss to **your vehicle** or its contents and any injury to **you** or any third party caused by **us** or the **roadside agent**;
37. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy, including (but not limited to), the cost of collecting **your vehicle** from a repairer or for costs incurred by **you** having to take time off work due to a **breakdown**;
38. Failure to comply with requests by **us** or the **claims handler** concerning the assistance being provided;
39. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**;
40. Fines and penalties imposed by a court;
41. Any direct or indirect consequence of war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to **property** by or under the order of any government, local or public authority;.
41. Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any
 - radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
42. Claims arising from any consequence, howsoever caused, by computer viruses, including but not limited to a computer virus resulting in electronic data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Additional Exclusions applying to the European Assistance

The **insurer** will not pay for claims arising from or associated with:

1. Service where repatriation costs exceed the market value of the **vehicle**;
2. Any **vehicle** not registered on the policy schedule;
3. The cost of recovery from a European motorway exceeding £150;
4. Repatriation to the UK within 48 hours of the original **breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **you** have made within the UK;
5. Repatriation if the **vehicle** can be repaired but **you** do not have adequate funds for the repair;
6. Any claim where the duration of a single trip is planned to or subsequently exceeds 90 or 120 days (Depending on the cover level selected and noted on **your** policy schedule).

Advice in the event of a breakdown

- Pull as far off the road as **you** can.
- Switch on **your** hazard lights.
- Call **us** on **01274 288 488** in the **United Kingdom** or on **+44 1274 288 488** from other parts of Europe.
- If you've got a smartphone, **you** could use its map to try and pinpoint **your** location.
- Let **us** know if you're on **your** own, in a vulnerable situation, or have children with **you**.
- Let **us** know, too, if there's anyone you'd like **us** to contact for **you**.
- Put up **your** warning triangle if **you** have one.
- Lift up **your** bonnet if the weather is fine, as this will be easier for **our** mechanic to find **you** when he's in the area.
- When the mechanic does arrive, make sure he identifies **you** by name, and shows **you** his ID.

If you breakdown on a motorway

- Be extra careful if **you** break down on the motorway.
- Try to pull in by one of the emergency phones, or in the refuge area if there is one. By using an emergency phone, the police will automatically be given **your** location.
- If **you** can't drive that far, walk along the hard shoulder to the nearest emergency phone. There's one every mile along the motorway, and there are marker posts every 100 metres pointing in the direction of the nearest one.
- Never cross the carriageway to get to a closer phone.
- Lift the receiver and it connects automatically. It's free to use, and the control centre will know exactly where **you** are.
- Tell them **your** registration number, and details of **your** insurance.
- While you're waiting for **us** to get to **you**, make sure all passengers leave the **vehicle** by the doors furthest from the road, and stand well back from the traffic.