

# Commercial Vehicle Breakdown Policy

## Contents

UK Recovery & Home Assist Policy Summary	4
Insurer	4
Duplicate cover	4
Level of cover	4
Cover Benefits	5
Significant or unusual exclusions applying to the whole policy	6
Period of cover	6
Cancellation	7
How to make a complaint	7
What happens if we can't meet our liabilities	8
UK Recovery & Home Assist Policy Wording	8
How to obtain assistance	8
Duplicate cover	8
Insurer	8
1) Your responsibility to give us correct information	9
2) Data Protection Act and other related disclosure	9
3) Access to the personal information we hold about you	10
4) Communications	10
5) The laws that apply to this insurance policy	10
6) Cancellations	10
7) How to make a complaint	11
8) What happens if we can't meet our liabilities	12
DEFINITIONS	12
SECTION 1 - Introduction to One Insurance Solution Breakdown Assistance	13
SECTION 2 - Vehicles	13
SECTION 3 - UK Recovery & Home Assist	14
SECTION 4 – General Conditions of Service	16
SECTION 5 – Service Limitations and Exclusions	18



## UK Recovery & Home Assist 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 policy wording.

#### Insurer

This insurance policy is underwritten by Liverpool Victoria Insurance Company Limited trading as Britannia Rescue.

Britannia and Britannia Rescue are registered trademarks and are trading styles of the Liverpool Victoria group of companies. Liverpool Victoria Insurance Company Limited, registered in England and Wales number 3232514 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, register number 202965. Registered address for all Liverpool Victoria companies: County Gates, Bournemouth BH1 2NF. Tel: 01202 292333.

One Insurance Solution acts as an agent to Liverpool Victoria Insurance Company Limited for the purposes of selling and administering breakdown policies. One Insurance Solution is a trading name of Brightside Insurance Services Ltd. Brightside Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority (Firm reference No. 302216).

This can be checked on the Financial Services Register by visiting the FCA website (http://www.fca.org.uk/) or by contacting them on 0800 111 6768.

#### **Duplicate cover**

If you have an existing breakdown policy that gives the same cover elsewhere, you'll need to consider whether you may be paying for duplicate cover.

#### Level of cover

#### **UK Recovery & Home Assist**

We will provide breakdown and recovery assistance at the roadside anywhere in the United Kingdom (UK), Channel Islands, the Isle of Man and the Republic of Ireland and at your home address or the normal place of garaging. Recovery will be to a destination of your choice anywhere in the UK if you breakdown more than a 1/4 of a mile from your home address or the normal place of garaging and the vehicle cannot be repaired by the end of the working day on which the breakdown occurred. Recovery will be to a local place of repair if you breakdown at your home address or the normal place of garaging or within a 1/4 of a mile of your home address or the normal place of garaging. If you decide not to be recovered you can choose from either a hire car, overnight accommodation or alternative travel arrangements while your vehicle is being repaired.

#### How to obtain assistance

Please call 0800 023 2752 For TextDirect 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 1/4 of a mile from your home address or the 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 local 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 your home address 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 local place of repair.

#### **Onward Travel & Overnight Accommodation**

If following a breakdown the vehicle cannot be repaired by the end of the day on which the breakdown occurred; you can choose one of the following options:

- 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 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 the vehicle breakdown will be recovered with your vehicle. Caravans or trailers attached to vehicles following a request for assistance at your home address or 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.

#### Significant or unusual exclusions applying to the whole policy

- Vehicles over 14 years old at inception of the policy.
- We will not provide assistance and reserve the right to cancel your policy if you:
  - a) Fail to repair the vehicle following a call out for the same problem;
  - b) Knowingly use the vehicle when a fault has been identified;
  - c) Fail to service and maintain the vehicle in line with manufacturer guidelines;
  - d) Fail to obtain a valid MOT certificate if required by law;
  - e) Fail to keep the vehicle in a roadworthy condition.
- We will ask you to provide documentary evidence such as an MOT, Repair or Service invoice
  in the event that you fail to comply with the above conditions. Failure to supply documentary
  evidence will result in your policy being cancelled.
- Vehicles which were not roadworthy or were broken down before your policy began are not covered.
- You must contact One Insurance Solution in the event of accidental damage, theft or vandalism before we agree to provide assistance.
- Vehicles being used for hire and reward will not be covered.
- Vehicles being used in sporting events will not be covered.
- Vehicle changes must be permanent and are not reversible.
- The cost of all parts or supplies used or provided to repair your vehicle.
- You are responsible for any costs where wheels or tyres need to be supplied because your vehicle is not carrying a legal or serviceable spare wheel or tyre.
- You are responsible for any costs where specialist equipment is needed to move your vehicle into a position where we can try to repair or transport it.
- · We will not pay any costs or accept any responsibility for services we have not arranged.
- 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 your vehicle is being recovered at the time by one of our breakdown professionals.
- · All labour charges unless covered or agreed by us.
- Vehicles must meet any weight, dimension and age restrictions (see Section 2 Vehicles in the policy wording).
- You are responsible for our costs if you employ someone else to repair or recover your vehicle
  after calling us for assistance.
- Where you agree for repairs to be conducted by the breakdown professional at their premises; we
  are not responsible for the quality of repairs they undertake. The agreement to conduct repairs is
  solely between you and the breakdown professional.

#### **Period of cover**

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 van insurance Schedule.

#### 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 One Insurance Solution 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 One Insurance Solution. No refund will be paid if you cancel the policy after the 14 day cancellation period shown above.

We reserve the right not to invite renewal of your policy.

#### How to make a complaint

If you have a complaint about your policy or the service you have received, please contact us by phone on 0800 756 8828. For TextDirect please dial 18001 first.

(Opening hours Mon - Fri 9am - 5pm).

If you prefer to write to us, please address your letter to:

The Quality Manager,

Britannia Rescue.

Folly Hall Mills,

St Thomas Road.

Huddersfield,

West Yorkshire.

HD1 3LT.

Email: quality@britanniarescue.com

When contacting us please ensure you quote your policy or claim number as appropriate.

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

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter. The address is:

Financial Ombudsman Service.

**Exchange Tower** 

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123 (from mobile or non BT lines)

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

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

#### What happens if we can't meet our liabilities

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 10th Floor.

10th Floor,

Beaufort House,

15 St Botolph Street

London

EC3A 7QU

Tel 0800 678 1100 or 0207 741 4100

Email: enquiries@fscs.org.uk

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For various legal, regulatory and service requirements calls may be recorded or monitored.

### UK Recovery & Home Assist Policy Wording

#### How to obtain assistance

Please call 0800 023 2752

For TextDirect please dial 18001 first.

#### **Duplicate cover**

If you have an existing breakdown policy that gives the same cover elsewhere, you'll need to consider whether you may be paying for duplicate cover.

#### Insurer

This insurance policy is underwritten by Liverpool Victoria Insurance Company Limited trading as Britannia Rescue.

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This can be checked on the Financial Services Register by visiting the FCA website or by contacting them on 0800 111 6768.

#### 1) Your responsibility to give us correct information

Please make sure all the information you give us is correct and complete. This is important because inaccurate or incomplete information may result in assistance not being provided or your insurance being cancelled from the start date. If you're not sure whether you need to tell us about something please ask.

#### 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 Z7450594.

Brightside Insurance Services Ltd is registered under the Data Protection Act and their registration number is 75268008.

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 Controller of any personal data provided in connection with your insurance is Brightside Insurance Services Ltd and Liverpool Victoria Insurance Company Ltd are the Data Processors. 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, Brightside Insurance Services Ltd 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 Brightside Insurance Services Ltd) 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

Subject to payment of a fee, you can ask for a copy of the personal information we hold about you by writing to the CCA Department, LV=, County Gates, Bournemouth BH1 2NF. For details of the Liverpool Victoria group of companies please refer to www.lv.com.

#### 4) Communications

All communications will be in the English language. For various legal, regulatory and service requirements calls may be recorded or monitored. 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 One Insurance Solution Insurance Services. If there is anything you do not understand please ask One Insurance Solution Insurance Services for an explanation.

#### 5) The laws that apply to this insurance policy

The law of England and Wales will apply to your policy with us. For policyholders living in Guernsey or Jersey, the law of Guernsey or Jersey will apply in regard to your insurance policy with us.

#### 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 One Insurance Solution 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 One Insurance Solution. No refund will be paid if you cancel the policy after the 14 day cancellation period shown above.

We reserve the right not to invite renewal of your policy.

#### 7) How to make a complaint

If you have a complaint about your policy or the service you have received, please contact us by phone on 0800 756 8828. For TextDirect please dial 18001 first. (Opening hours Mon - Fri 9am - 5pm). If you prefer to write, please address your letter to:

The Quality Manager,

Britannia Rescue.

Folly Hall Mills,

St Thomas Road.

Huddersfield.

West Yorkshire

HD1 3LT.

Email: quality@britanniarescue.com

When contacting us please ensure you quote your policy or claim number as appropriate.

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

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter.

The address is:

Financial Ombudsman Service,

**Exchange Tower** 

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123 (from mobile or non BT lines)

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

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

#### 8) What happens if we can't meet our liabilities

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:

10th Floor.

Beaufort House.

15 St Botolph Street,

London

EC3A 7QU.

Telephone 0800 678 1100 or 0207 741 4100

Email: enquiries@fscs.org.uk.

#### **DEFINITIONS**

**'breakdown professional'** - 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.

'home address' and 'normal place of garaging' - Your permanent residence we have on record at the time of a breakdown as supplied by you or where the vehicle is normally kept.

'passengers' - Occupants of the vehicle (excluding hitch hikers).

'UK residents' - Mainland UK, Northern Ireland, Channel Island and Isle of Man residents.

**'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 policyholder's permission.

'your representative' - Anyone acting with or on your authority.

## SECTION 1 - Introduction to One Insurance Solution Breakdown Assistance

This policy is for residents and companies situated in the United Kingdom (UK), the Channel Islands and the Isle of Man and entitles the policyholder to our vehicle breakdown and recovery services within the UK, the Channel Islands and the Isle of Man. We have set out the level of cover in **Section 3** of this policy.

- We will protect you against the cost of vehicle breakdown and recovery assistance within the
  policy period as shown on your current Schedule of Insurance for which you pay a premium.
- 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 a vehicle 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 this policy. If this is the case One Insurance Solution
  will inform you in writing before the policy expires.

#### **SECTION 2 - Vehicles**

- Vehicles to 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 the normal place of garaging.
- We will not provide services for vehicles that are not shown on your current Schedule of Insurance. You must tell One Insurance Solution 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 breakdown professional 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 at the time of the vehicle breakdown, unless the breakdown occurs at the normal place of garaging or within a 1/4 of a mile of that address or the location at which your caravan or trailer 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 3 - UK Recovery & Home Assist**

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

- Try to repair the fault at the roadside for up to one hour so that you can continue your journey safely and legally.
- If we cannot repair your vehicle at the roadside we will transport your vehicle, you and up to 7
  passengers that are in the vehicle at the time of the breakdown to a local place of repair or to a
  destination of your choice 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);
  or pay a contribution to labour costs if a fault can be repaired locally.
- · Relay telephone messages to advise of unforeseen travel delays.
- Supply a Relief Driver if the only driver of the vehicle cannot continue a journey because of illness
  or injury. Documentary proof of the illness or injury must be supplied to us if you are not to be
  charged for this service.
- Claim for the cost of one single standard class rail ticket for any authorised driver to collect the vehicle following repair.

You may also choose one of the following benefits if repairs to the vehicle cannot be completed by the end of the working day on which the breakdown occurred;

- a) The hire of a replacement car (up to 1600cc) for up to 24 hours. We will pay the cost of the hire car but you are responsible for all other costs or benefits imposed or offered to you 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 your home address by our choice of alternative transport, up to a maximum of £100; or
- c) Pay up to £60 per person for overnight accommodation up to a maximum of £500 at accommodation near the garage that is repairing your vehicle, 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 any relevant receipts.

#### **Exceptions to Section 3**

- If you do not accept immediate recovery following a call out to your home address or the normal place of garaging, you will have to pay for any further help for the same fault.
- Recovery from your home address or the normal place of garaging will only be to a local place of repair.
- Any amounts more than those specified within **Section 3** above.
- All costs relating to parts remain your responsibility unless covered or agreed by us.
- 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 5).

#### 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 breakdown professional's premises to carry
  out the repairs.
- All costs relating to parts and labour remain your responsibility unless covered or agreed by us.
- 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 or offered to you 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 hire car company which include having a valid
  driving licence, meeting the minimum age set by the hire car company 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 3 (UK Recovery & Home Assist).
- We will only provide help at your home address or the normal place of garaging if your vehicle is immobilised due to a breakdown.
- 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 4 - General Conditions of Service

- You must make all requests for the breakdown and recovery assistance service immediately.
   We will not accept responsibility for any service or help that we have not arranged.
- You or your representative must stay with the vehicle to make sure that the breakdown professional 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 your chosen destination, dependent upon your cover entitlement. We do not cover normal vehicle maintenance and will charge you for any services that are not covered by the policy including all its terms and conditions.
- 4. All our breakdown professionals are required by law to adhere to regulations on driver's hours. If a recovery is needed this may result in the breakdown professional taking regular breaks or the need to operate a staged recovery where further breakdown professionals are used to share the recovery.
- 5. In the event of a recovery our breakdown professional will unload the vehicle in a safe and appropriate place close to your chosen destination. For example, our breakdown professional 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 will 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 breakdown professionals 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. We will not provide assistance and reserve the right to cancel your policy if you:
  - · Fail to repair the vehicle following a call out for the same problem;
  - Knowingly use the vehicle when a fault has been identified;
  - Fail to service and maintain the vehicle in line with manufacturer guidelines;
  - Fail to obtain a valid MOT certificate if required by law;
  - Fail to keep the vehicle in a roadworthy condition.

We will ask you to provide documentary evidence such as an MOT, Repair or Service invoice in the event that you fail to comply with the above conditions. If you fail to comply with the above conditions we will ask One Insurance Solution to 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 attended a vehicle at your home address and the level of cover you chose did not include assistance at home or we have provided spare parts for a repair and settlement has not been made to the breakdown professional or supplier as specified in clause 5.2, we will charge you at the time of your call or 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 us incorrect information when you asked for help, for example the vehicle does not meet all legal requirements or was broken down before cover started; you will have to pay all costs which we have had to pay as a result of your false or incorrect information.
- 12. In the event of a road traffic accident we may ask you to contact One Insurance Solution 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 breakdown professionals agreed over the phone or in person, these written policy conditions will apply.
- 15. We will not provide assistance if you or any passenger behave in a threatening or abusive manner to us or our breakdown professionals.
- 16. Any diagnosis by our breakdown professional is only provisional; you may require a follow up diagnosis by your own repairer, at your own cost, to determine the exact nature of the breakdown and what work or parts are required for repairs to be completed.

#### SECTION 5 - Service Limitations and Exclusions

We will not be responsible for providing the following:

- 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 breakdown professional or supplier.

- 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. We will pay any tolls if your vehicle is being recovered at the time by one of our breakdown professionals.
- 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 breakdown professional's time if, having called us, you employ another breakdown professional before our breakdown professional 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 breakdown professional's time if you contact us immediately.
- 8. Breakdown and recovery assistance 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.
- Breakdown and recovery assistance for vehicles involved in hire and/or reward uses (such as a taxi).
- 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 breakdown professional's decision is final.
- 13. Any costs you have to pay if, following an accident, the police have temporarily removed the vehicle to a location or local place of repair. After you have paid any costs and filled in the necessary paperwork, we will recover your vehicle subject to the conditions under clause 4.12.
- 14. Recovery if it would be dangerous or illegal for our breakdown professional to load or transport your vehicle. In these cases, the breakdown professional's decision is final.
- 15. We cannot provide help on commercial garage premises which are not our breakdown professional'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:
  - anything which the government or highway authority does or fails to do;
  - 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 breakdown professional to attempt to recover or repair the vehicle.
- 17. Any claims arising from speeding or alcohol/drug related incidents.
- 18. More than one recovery per breakdown unless we agree otherwise.
- 19. Where you agree for repairs to be conducted by the breakdown professional at their premises; we are not responsible for the quality of repairs they undertake. The agreement to conduct repairs is solely between you and the breakdown professional.
- 20. Transportation of any excise goods which come under the jurisdiction of HM Revenue & Customs (HMRC) 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 the cost of that shipping.
- 21. Any losses, costs or damages which you suffer as a result of our failure to provide the service listed in **Section 3.**

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 breakdown professionals as a consequence of death or personal injury resulting from our negligence or that of our employees or breakdown professionals.

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