

# Motor Breakdown insurance

Policy document

# National Breakdown Terms & Conditions (BUSINESS)

### **Insurer information**

This insurance is arranged by Rural Insurance Group Limited and underwritten by UK General Insurance Ltd 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.

Rural Insurance Group Limited 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 on request.

# **Data Protection**

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area (EEA). All countries in the EEA, which includes the UK, have similar standards of legal protection for **Your** personal information. If **We** share **Your** information outside the EEA **We** will require **Your** personal information to be protected to at least UK standards.

#### **Definitions:**

Wherever the following words and phrases appear in this document they shall always have the meaning shown here:

# Geographical Limits:

**UK Service Provision**. The mainland of England including the Isle of Man and the Isle of Wight, Wales including Anglesey, Scotland including Orkney, Shetland, Mull, Skye, Bute, Lewis and Harris, Islay and Jura, Northern Ireland, the Channel Islands.

**European Cover.** The door-to-door benefits will be provided once **You** begin a pre-booked return **Trip** during **Your** direct travel between **Your Base** and the UK port or Euro-tunnel terminal and in the following countries: Andorra, Austria, Belarus, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France incl. Corsica, Germany, Gibraltar, Greece, Hungary, Republic of Ireland, Italy incl. Sardinia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovak Republic, Slovenia, Spain incl. the Balearic Islands and the Canaries, Sweden, Switzerland, Tunisia, Turkey incl. Üsküdar, Vatican State.

### **Base/Registered Address:**

The address last notified to International Breakdown Ltd, as the **Your Base** and where the **Insured Vehicle** is normally kept overnight.

#### **Approved Incident**

Mechanical or electrical breakdown, (not including accident, vandalism, fire, theft or attempted theft and Driver induced incidents) which occurs within the **Geographical Limits**, during the period of insurance (after 24 hours of inception), which immobilises the **Insured Vehicle** or renders it un-roadworthy. In the case of Accident Damage, assistance can be arranged by **Us** on a pay per use basis only.

#### Trip /Single Trip

A pre-booked journey within the **Geographical Limits**, not exceeding 90 consecutive days during the period of insurance with the exception of European **Single Trip** cover where **Your Trip** is limited to the number of days specified between the start and expiry date and providing the appropriate premium has been paid. Each **Trip** commencing and ending in Great Britain, the Isle of Man, Northern Ireland, the Republic of Ireland or the Channel Islands.

# **Approved Incident Excess**

Under this policy, **You** will have to pay an Incident Excess on **Insured Vehicles** over 3500kgs. This means that **You** will be responsible for paying the first £35 of each claim made. The amount **You** have to pay is the Excess.

### **Insured Vehicle**

The vehicle, details of which have been provided to **Us**, being one of the following: a motorcycle, car, estate car or 4x4 sports utility vehicle, motorhome, Van, LGV (including any trailer or caravan not exceeding 3500kgs in weight or 7 metres in length which is being towed by the **Insured Vehicle**) or HGV used for business purposes only, which does not exceed 44000kgs GVW. Any variation to the **Insured Vehicle** details, including a change of vehicle, must be notified immediately to **Our** administration department on 0800 027 2326 during office hours. If prior notification is not given, assistance may be refused or offered on a pay on use basis only.

# We/Us/Our

National Breakdown, Rural Insurance Group Limited, UK General Insurance Limited and Great Lakes Insurance SE.

# You/Your/Driver

**You** or any person driving with **Your** permission and/or any passenger in the **Insured Vehicle** (to a maximum of 7 people including the driver, for vehicles 3500kgs or under, and 2 passengers for vehicles exceeding this weight except for a minibus or coach where only the maximum cost limits apply) - other than a hitchhiker.

#### **Consequential losses**

Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy. For example, any loss of earnings caused by the delay in reaching **Your** place of work.

#### Motoring within the UK

Roadside assistance and **Base** call within the UK (where the appropriate premium has been paid).

#### What You are covered for:

If the **Insured Vehicle** is immobilised or rendered un-roadworthy as a result of an **Approved Incident**, **We** will arrange and pay under this policy for 1 hour (3500kgs GVW or under) and 3 hours (over 3500kgs GVW) per incident for roadside assistance and if necessary, for transport of the **Insured Vehicle** and **You** to the nearest suitable repairer up to a maximum of £350 per incident.

This shall normally be within 15 miles of the incident for vehicles 3500kgs and under and 25 miles for vehicles exceeding 3500kgs, for it to be repaired at **Your** cost.

#### Message relay

If **We** have been contacted in connection with an **Approved Incident**, **We** will relay up to 2 telephone messages to **Your** work, family or friends to advise them of **Your** predicament.

# Recovery within the UK

(where the appropriate premium has been paid).

# What You are covered for:

When **You** have called for assistance, if the **Insured Vehicle** cannot be made roadworthy at the roadside location, and it is apparent repairs cannot be completed within a reasonable time, at **Our** discretion and at a suitable repairer, **We** will provide either:

# Nationwide Recovery - (does not apply when at the Base/Registered Address)

We will arrange and pay for You, and if appropriate, the **Insured Vehicle**, to be taken to **Your** intended destination or **Your Base** anywhere within the UK **Geographical Limits** whichever is nearer. The means of transport will be at **Our** discretion. We will not pay for long-distance transport of the **Insured Vehicle** to the premises where the **Insured Vehicle** was purchased solely to claim under a warranty scheme or when a suitable alternative repairer is nearer to hand or when it is apparent a local repair can be carried out within a reasonable time.

# 48-Hour replacement vehicle/alternative transport

If repairs to the **Insured Vehicle** are carried out at a local repairer, if necessary **We** will arrange and pay up to £250 in total over a 48-hour period for the following benefits: Alternative transport or a self-drive rental vehicle, when and where available, for up to 48 hours, for **You** to continue **Your** journey or return to **Your** Base. **We** will pay for the delivery, the 48-hour rental charge and for collision damage waiver insurance. **You** will remain responsible for returning the rental vehicle to the hire provider and for the cost of any fuels and oils used and any charges in excess of 48 hours; unless **We** have expressly authorised an extension of the hire directly with the relevant rental provider or a rental vehicle is not available following breakdowns at or within 25 miles of **Your** Base.

**You** must be able to satisfy the requirements of the rental provider, as to an acceptable driving license and minimum Driver age. They will also require sight of **Your** credit/charge card before releasing the vehicle to **You**.

You will be responsible for collection of the Insured Vehicle following repair.

# **Overnight accommodation**

At **Our** discretion, **We** will pay for accommodation in a local bed and breakfast or hotel while **You** wait for repairs to the **Insured Vehicle** to be completed, on condition the **Approved Incident** has occurred at a late hour more than 25 miles from **Your** Base. The most **We** will pay is £40 per person with a limit of £160 per **Approved Incident**.

# Emergency driver within the UK

#### What You are covered for:

If during a journey in the **Insured Vehicle** the Driver suffers sudden illness or accidental bodily injury so that he or she is incapable of continuing to drive the **Insured Vehicle**, and if there is no other Driver qualified, competent or insured to drive the **Insured Vehicle**, **We** will provide and pay for an alternative Driver to complete the journey and drive the **Insured Vehicle** to **Your** intended destination or **Base** whichever is nearer. Once the **Insured Vehicle** has been delivered **We** will not be responsible for the vehicle's safety thereafter.

### Tyres

# What **You** are covered for:

If during a journey in the **Insured Vehicle** it suffers a tyre failure or puncture and is incapable of continuing to the nearest repair centre, **We** will provide and pay for assistance at the roadside up to a maximum of 3 hours to replace the wheel and tyre with **Your** own serviceable spare.

Where the manufactures specifications do not allow for a wheel and spare tyre to be carried, **We** will pay the cost of assisting **You** at the roadside up to a maximum of 3 hours, providing a new branded tyre(s) and ancillaries on **Your** behalf which **You** must pay for using a debit/credit card.

When a tyre cannot be sourced within a reasonable time **We** will arrange to tow the **Insured Vehicle** to a local repairer at **Your** expense.

# What You are not covered for:

#### The Approved Incident Excess

The cost of any replacement wheel(s)/tyre(s) including ancillary parts required to remobilise the **Insured Vehicle.** 

Any specialist costs for services required to remove or replace unserviceable wheel(s) or tyre(s) service if a locking wheel nut key is required to assist in the removal of the wheel(s) and is not or cannot be provided.

#### Motoring within Europe

(this part only applies where the appropriate premium has been paid). Including **Your** direct journeys between **Your** operating **Base** and the UK port or Euro tunnel terminal.

#### Roadside assistance

What **You** are covered for:

If the **Insured Vehicle** is immobilised or rendered un-roadworthy as a result of an **Approved Incident**, **We** will arrange and pay up to a maximum under this policy of £350 per **Trip** for roadside assistance and if necessary transportation of the **Insured Vehicle** and **You** to the nearest suitable repairer. A garage or specialist undertaking repair work (other than at the roadside) on **Your** instructions will be acting as **Your** agent for such repair work. Where the **Insured Vehicle** has undergone a mandatory tow, **We** will contribute £60 toward the cost of this on a pay/claim basis where original receipts are sent to **Us**.

# What You are not covered for:

The Approved Incident Excess where applicable labour charges over £350 at the roadside.

Anything mentioned in the general exclusions costs incurred outside the period of the Trip.

Costs over £60 where the local authorities have arranged a mandatory tow of the **Insured Vehicle**.

Costs for roadside attendance, towing, or repair costs, including labour, if the **Insured Vehicle** is or was involved in a Road Traffic Accident, damaged by fire or stolen or attempted stolen or if it is uneconomic to repair. Assistance can be arranged on **Your** behalf on a pay per use basis.

# **Replacement parts**

Where necessary and if replacement parts are not available locally when **You** are abroad, on receipt of **Your** instructions, **We** will undertake to obtain them elsewhere and will pay for freight charges involved in dispatching them to the location of the **Insured Vehicle**. **We** will endeavour to provide the replacement parts required but **We** can give no guarantee that they will be available, especially in the case of older or specialist vehicles where parts may be impossible to locate.

We will bear the cost of locating and transporting the replacement parts.

The actual cost of the parts and any Customs Duty must be paid to **Us** by **You** using credit/debit card or by a prior deposit of funds in the country of departure.

A minimum guarantee of payment of £500 will need to be debited to a debit/credit card to cover the cost of parts. If the located parts cost more than the initial guarantee a claims handler will contact **You** to request further a payment.

When the incident is settled, if the cost of the parts and the handling fees are less than the amount debited, **We** will refund **You** the difference.

When **You** are invoiced for a surcharge subject to the return of the old unit or part, **You** must return the defective part at **Your** own expense to the supplier. If **You** place a firm order for replacement parts and these are not subsequently required, or **You** do not await their arrival, **You** will be responsible for the cost of such parts, including all forwarding charges arising from their return.

# Vehicle out of use

What **You** are covered for:

If the **Insured Vehicle** is lost, immobilised or rendered un-roadworthy during a **Trip** as a result of an **Approved Incident**, and repairs cannot be effected within a reasonable time:

We will pay up to a maximum of £500 in total per **Trip** for the additional cost of transporting **You**, with **Your** luggage, to **Your** destination by public transport or for the immediate hire of a replacement vehicle, where and when obtainable (to include rental charge, collision damage waiver and any necessary drop off charge) whilst the **Insured Vehicle** remains unserviceable.

# Or, if **We** think appropriate:

**We** will pay the cost of local overnight hotel accommodation while **You** await completion of repairs. Bed and breakfast only costs will be paid up to a maximum of £40 per person, per night for a maximum of five nights to a total of £650 per party per **Trip**, provided that such cost is additional to or in excess of any planned accommodation costs payable by **You** had the loss of use of the **Insured Vehicle** not occurred.

What You are not covered for:

- The Approved Incident Excess where applicable.
- The cost of any fuels and oils used in any replacement vehicle.
- The cost of any Personal Accident insurance or other benefit not specifically covered under this section.

- Costs incurred outside the period of the **Trip**.
- Costs for roadside attendance, towing, or repair costs, including labour, if the **Insured Vehicle** is or was involved in an accident, damaged by fire, stolen or attempted stolen or if it is uneconomic to repair.
- Food or beverages other than those specified.
- The cost of telephone calls when contacting **Us**.

Whenever possible **We** will call **You** back as soon as possible.

# Tyres

What **You** are covered for:

If during a journey in the **Insured Vehicle** it suffers a tyre failure or puncture and is incapable of continuing to the nearest repair centre, **We** will provide and pay for assistance at the roadside up to a maximum of 3 hours to replace the wheel and tyre with **Your** own serviceable spare.

Where the manufacturer specifications do not allow for a wheel and spare tyre to be carried, **We** will pay the cost of assisting **You** at the roadside up to a maximum of 3 hours, providing a new branded Tyre(s) and ancillaries on **Your** behalf which **You** must pay for using a debit/credit card.

When a tyre cannot be sourced within a reasonable time **We** will arrange to tow the **Insured Vehicle** to a local repairer at **Your** expense.

# What You are not covered for:

The cost of any replacement wheel(s)/tyre(s) including ancillary parts required to remobilise the **Insured Vehicle**. Any specialist costs for services required to remove or replace unserviceable wheel(s) or tyre(s).

Service if a locking wheel nut key is required to assist in the removal of the wheel(s) and is not or cannot be provided.

# Alternative Driver

What **You** are covered for:

In the event of the Driver being declared medically unfit to drive the **Insured Vehicle** in the course of a **Trip**, or having to return to **Your Base** early because of what **We** agree is a serious or urgent reason, and there is no other insured person qualified and competent to drive, **We** will pay all necessary additional costs incurred to take the **Insured Vehicle** to a suitable place of safety to await collection by **You**. **We** will not be responsible for any storage charges incurred. Once the **Insured Vehicle** has been delivered **We** will not be responsible for the **Insured Vehicle**'s safety thereafter.

# Repatriation

# Where the Insured Vehicle does not exceed 3500kgs (GVW).

What **You** are covered for: If the **Insured Vehicle** does not exceed 3500kgs (GVW), is immobilised or rendered un-roadworthy during a **Trip** as a result of an **Approved Incident**.

We will pay the cost of transporting the **Insured Vehicle** home in the country of departure. Repatriation of the vehicle will not be covered if repairs can be carried out abroad. It will also not be covered should **You** be unwilling/unable to allow repairs to be carried out abroad. When a decision is taken to repatriate, please be aware that the repatriation of a vehicle can take six weeks or more to complete. We will pay for the necessary transportation and delivery costs, including any additional shipping costs. In addition, We will pay a maximum of £100 for the hire of an equivalent replacement vehicle in the country of departure, where and when obtainable (to include rental charge, collision damage waiver and any necessary drop of charge) whilst **You** are awaiting repatriation of the **Insured Vehicle** by **Us**. The maximum **We** will pay to repatriate the **Insured Vehicle** will be limited to its current market value in the country of departure up to the policy limit of £2000.

When a decision is taken to repatriate the vehicle, **We** will only do so when it is apparent that repairs can be effected in the country of departure, and when **You** confirm to **Us** that these repairs will be put in hand. If **You** are repatriated by **Us**, **We** will pay the cost of transporting **Your** personal possessions, other than hand luggage and valuables, to the **Registered Address** either together with or separately from the **Insured Vehicle**. **We** are

not liable for the loss or damage to personal possessions left in, on or near the **Insured Vehicle** or any storage costs incurred.

# Where the Insured Vehicle exceeds 3500kgs (GVW)

If the **Insured Vehicle** is lost, immobilised or rendered un-roadworthy during a **Trip** as a result of an **Approved Incident**.

We will pay the cost of transporting the Driver, together with hand luggage, back to the UK if the **Insured Vehicle** cannot be repaired within a reasonable time. The means of transport to be employed shall be at **Our** discretion. When agreed in advance by **Us**, **We** will pay the travel costs for one person to travel to the location of the **Insured Vehicle** by public transport, in order to drive the repaired **Insured Vehicle** back to the UK. **We** are not liable for the loss or damage to personal possessions left in, on or near the **Insured Vehicle**. **We** are not liable for the loss or damage to any goods or load left with the **Insured Vehicle** at any time or any storage costs incurred.

# General exclusions applying to all parts of this policy What You are not covered for:

The **Approved Incident Excess** which will be requested from **You** at the time of the incident where applicable deducted from any pay/claim incident with **Us**.

Any **Approved Incident** which occurs during the first 24 hours of the policy start date. Long distance recovery will not be authorised within the first 48 hours of the policy start date or if **We** consider a pre-existing condition existed prior to joining.

The cost of replacement fuel or for any spare parts required to restore the mobility of the **Insured Vehicle** or for any costs incurred as a result of the unavailability of spare parts.

Any costs which would have been incurred in the course of a journey if the **Approved Incident** had not occurred.

Any claim arising directly or indirectly from or consisting of the following: The failure (or fear of failure) or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

The cost or the quality of repairs when the **Insured Vehicle** is repaired in a garage.

Assistance or recovery while the **Insured Vehicle** is partly or completely buried in snow, mud, sand, or water or when the **Insured Vehicle** has uncontrollably left the highway.

Damage or costs incurred as a direct result of gaining access to the **Insured Vehicle** following **Your** request for assistance.

The costs incurred in addition to a standard callout where assistance cannot be provided at the roadside because the **Insured Vehicle** is not carrying a serviceable spare wheel it is capable of carrying, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels. Assistance can be provided on a pay on use basis.

If **You** are practicing for, or participating in, racing, trials or rallying or off-road activities, nor vehicles being used for hire or reward.

Any cost recoverable under any other policy of insurance or under the service provided by any other motoring organisation.

Assistance or recovery when the **Insured Vehicle** is carrying more occupants than recommended by the manufacturer or at a greater weight than that for which the **Insured Vehicle** was designed, or where the **Insured Vehicle** is being used unreasonably or on unsuitable terrain.

Any claim when the **Insured Vehicle** exceeds 44000 kgs GVW.

Any claim arising from the driving of the **Insured Vehicle** with **Your** consent by any person whom **You** know does not have a current driving license or correct classification of license to drive the **Insured Vehicle** and any person who does not conform to the conditions of the motor vehicle driving license held.

Any claim arising from an inadequate repair or attempted repair carried out during the course of the same journey unless the repair has been approved by **Us**.

Any claim which is subsequently found to be a result of poor maintenance and servicing will be invalidated and all associated costs will be passed onto the **You**.

**Consequential losses** of any nature other than as specifically provided within the terms of this policy.

Any deliberately careless or negligent act or omission by **You**.

**We** will not provide cover for any consequence, howsoever caused, including but not limited to Computer Virus 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.

We will not provide cover for any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

**We** will not provide cover for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2006 and any amending or substituting legislation.

We will not provide cover for 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.

The cost of telephone calls when contacting **Us**. Whenever possible **We** will call **You** back as soon as possible.

**Consequential losses** of any kind (including perishable goods and/or materials) arising from the provision of, or any delay in providing the services to which this policy relates.

Any assistance as a result of: a) running out of fuel; oil or water; b) frost damage; c) rust or corrosion; d) unroadworthy wheels/tyres; e) the use of incorrect or contaminated fuel or f) refrigeration equipment failure. Service may be obtained on a pay on use basis.

Any claim as a result of replacement of missing or broken keys. **We** may be able to arrange for the provision of these services, but **You** must pay for any costs incurred.

Any assistance where the keys are necessary to start or operate the **Insured Vehicle** and are locked inside the **Insured Vehicle** is not covered. **We** can arrange for a contractor to attend and where possible gain entry to the **Insured Vehicle**, however the cost of the callout will be at **Your** own expense. Any further costs or any damage which may occur in trying to retrieve the keys will be at **Your** risk and **You** must pay for all costs incurred.

Refrigeration systems or unit forming part of the main **Insured Vehicle** or in addition to main structure used to control the temperature of the load space or load.

# General conditions applying to all parts of this policy

The **Insured Vehicle** must have a current MOT certificate and road fund licence and necessary insurance certificate. It shall at all times be maintained and operated in a good mechanical and roadworthy condition and be regularly serviced and tested in accordance with the manufacturer's recommendations and the requirements of the Department of Transport.

You must take all reasonable steps to avoid or minimise any claim.

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act 2015 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.

If **You** become aware that information **You** have given **Us** is inaccurate or has changed, **You** must inform **Us** or the administrator as soon as possible.

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; or
- if **Your** claim is in any way dishonest or exaggerated:

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.

If We arrange for temporary roadside repairs to be carried out following a breakdown or damage to the **Insured** Vehicle, or We provide recovery to the nearest suitable repairer or Your Base/Registered Address (for instance at a late hour when no repairer is available), We shall not be liable to provide further assistance in respect of the same Approved Incident, or if You cancel the service whilst Our agent is en-route and You later find the **Insured Vehicle** remains unserviceable. Further service however, can be obtained on a pay on use basis.

Assistance and or recovery will be provided for the casualty **Insured Vehicle** only. Where a caravan or trailer develops a problem only the caravan or trailer will be assisted.

No benefit shall be payable unless **You** first contact **Us** via the emergency telephone number provided. **You** must not seek to contact any agent or repairer direct.

You are responsible for the safety of the **Insured Vehicle** and its contents and, unless incapacitated, **You** or a nominated Driver must be in attendance at the scene of **Approved Incident** prior to the estimated time of arrival. If on arrival **You** or a representative is not in attendance within a reasonable time and **Our** acting agent is redirected to assist another client, **You** will be responsible to pay all costs for a return visit.

Your policy number must be quoted when calling for assistance and the relevant identification produced on the request of **Our** acting agent.

You will have to pay the cost for the recovery or repair vehicle coming out to You if, after requesting assistance to which You are entitled but before the repairer arrives, the **Insured Vehicle** is moved, recovered or repaired by any other means.

You will have to pay any toll or ferry fees for the **Insured Vehicle** and attending service or recovery vehicle incurred by **Our** agent.

**We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions or extreme weather may preclude the normal standard of service being provided but, in all cases, where such difficulties pertain, the full monetary benefits of the policy will apply.

We are not responsible for any actions or costs of garages, recovery firms, or emergency services carrying out work or acting on **Your** instructions or the instructions of any person acting on **Your** behalf.

We cannot accept responsibility for livestock, refrigerated, perishable or non-perishable goods and domestic pets carried in the **Insured Vehicle** at the time of an **Approved Incident**.

We shall be entitled to request all reasonable assistance from You to conduct proceedings in Your name for Our benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any assistance provided by this policy.

If **Our** attending agent completes a temporary roadside repair to the **Insured Vehicle**, **You** are required to then make immediate arrangements for any permanent repair that may be necessary. Failure to do so will result in additional service being refused.

If the **Insured Vehicle** requires to be taken to a repairer following a breakdown, it must be in an easily accessible position for a recovery vehicle to load. If this is not the case, **You** will have to pay any extra costs for off-road recovery or the use of winching or specialist equipment.

Any parts, components or other products supplied and used in the repair of the **Insured Vehicle** will be immediately payable by **You**.

We will not arrange for assistance when the **Insured Vehicle** is considered over-weight, dangerous or illegal to repair or transport.

In the event of a valid claim We shall have the benefit of any relevant travel tickets You are unable to use.

We shall not pay for more than 1 (one) claim made against the service in total for any one **Insured Vehicle** during a European **Single Trip**. We shall not pay for more than 4 (four) claims made against the service in total for any one **Insured Vehicle** during an annual policy. We shall not pay for more than 2 (two) claims made against the service which arise from the same or similar fault. We shall not pay more than £2000 in total for any one **Approved Incident**.

Should **You** be unwilling to accept **Our** decision or that of **Our** agents on the most suitable form of assistance to be provided, **We** will pay no more than £100 for any one breakdown towards **Your** preferred form of assistance.

If any false or fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this service, this policy shall become void and the fee paid shall be forfeited. Any benefits so claimed and received must be repaid to **Us**.

If any dispute arises as to policy terms interpretation, or as to any rights or obligations under this service, **We** offer **You** the option of resolving this by using the arbitration procedure **We** have arranged. Please see the details shown in the complaints procedure. Using this service will not affect **Your** legal rights.

In the event **You** use the service and the fault is subsequently found not to be covered by this policy **You** have

purchased, We reserve the right to reclaim any monies from You in order to pay for the uninsured service.

Any part of the service operated on a pay/claim basis requires the production of original receipts before the claim is paid.

Any monies due to **Us** arising from an incident must be settled in full according to the terms of invoice. Any account which has an outstanding balance including failure to pay a previous **Approved Incident Excess** will result in an insured service being offered on a pay/claim basis pending further investigation.

We reserve the right to recover the **Insured Vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.

#### How to make a claim

If **Your Insured Vehicle** breaks down, please call National Breakdown's 24-hour Control Centre on: 01274 288488.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

#### Complaints procedure

It is **Our** intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the complaints procedure below.

# Complaints regarding the sale of the policy

Please contact Your Broker who arranged the Insurance on Your behalf.

#### Complaints regarding claims

Please contact International Breakdown of The Old Clock House, Odsal Road, Bradford, West Yorkshire, BD6 1AQ. Telephone: 01274 288 488, email: <u>control@nationalbreakdown.com</u>.

In all cases, if **Your** complaint regarding the sale of **Your** policy or **Your** claim cannot be resolved by the end of the 3 working days, **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. Tel: 0345 218 2685. Email: <u>customerrelations@ukgeneral.co.uk</u>.

If it is not possible to reach an agreement, **You** may 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 €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

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.

# Compensation scheme

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS by visiting http://www.fscs.org.uk www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

#### Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated

# Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with Your requirements, please return it to Rural Insurance Group Limited, within 14 days of purchase and We will refund Your premium unless You have purchased a Single Trip policy, then You can cancel the policy within 14 days as long as You have not travelled, made a claim or intend to make a claim.

Thereafter **You** may cancel the insurance cover at any time by writing to the **Us** however no refund of premium will be payable. **We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 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:

Where **We** reasonably suspect:

- fraud;
- Non-payment of premium;
- Threatening and abusive behaviour;
- Non-compliance with policy terms and conditions;
- You have not taken reasonable care to provide complete and accurate answers to the questions We ask.

If **We** cancel 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 **We** have provided cover.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** 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, which may result in **Your** policy being cancelled from the date **You** originally took it out and **We** 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 **Us**, as well as other insurers, in the future.

# **Rural Insurance Group Limited**

The Hamlet Hornbeam Park Harrogate HG2 8RE

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- F: 01423 876 001
- E: enquiries@ruralinsurance.co.uk
- W: ruralinsurance.co.uk

