

# Motor Breakdown insurance

Policy document



# Roadside Assistance and Breakdown Recovery Insurance Domestic Policy Document

Welcome to **Your** Breakdown Policy Terms & Conditions. Please also refer to **Your** Policy Schedule which details the cover arranged for **You**. If **You** have any further questions regarding this policy, please **Your** Insurance Broker.

Remember to keep **Your** documents safe.

Useful Contacts:

If **You** need to make a claim, call the number below. Lines are open 24 hours a day. Claims

– 01274 288 488

## Important Information

Please take time to read your policy documents in full to make sure you understand the cover provided.

In return for the payment of your premium we will provide the insurance cover detailed in your policy schedule and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the period of insurance.

Your policy is valid for the period of insurance as shown on your policy schedule.

Please refer to the policy documents provided to you when the policy was purchased or amended, for details of the type and level of cover your policy provides.

## Information you have provided

You must take reasonable care to provide accurate and complete answers to all the questions you are asked when you take out, make changes to, or renew this policy.

You must notify your administrator as soon as possible if any of the information in your policy documents is incorrect or if you wish to make a change to your policy.

If you do not provide accurate and complete answers to the questions you are asked, or you fail to notify your administrator of any incorrect information or changes you wish to make, your policy may not operate in the event of a claim. We may not pay any claim in full or your policy could be invalid.

## Changes that may affect your cover

You must tell us as soon as possible about any changes to the information you provided when you purchased or renewed this policy, for example:

The age of the vehicle.

This is not an exhaustive list and any changes you tell us about may affect your cover or result in a change to your premium. If you are unsure whether a change may affect your cover, please contact us.

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## 1. Service Provider and Insurer

This insurance is arranged by Rural Insurance Group and is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Rural Insurance Group is a trading name of Geo Underwriting Services Limited which is authorised and regulated by the Financial Conduct Authority, FCA Register Number 308400.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

## 2. How to make a claim

If **Your** vehicle breaks down please call Our 24 hour Control Centre on 01274 288 488. Please have **Your** return telephone number, policy number and precise location available when requesting assistance.

If **Your** vehicle breaks down due to mechanical or electrical failure, which occurs during the course of a journey, service will be provided in accordance with the policy wording. **We** will provide cover for any breakdown and any costs involved with the roadside assistance or recovery to a local garage (excluding parts and labour) during the period of insurance and within the territorial limits detailed within the policy wording.

### Repairs undertaken at Roadside

Any repair made at the roadside is deemed to be a temporary repair and **You** must have the vehicle inspected by an appropriate garage and the repair made permanent immediately. Further requests for assistance within 14 days relating to the same or a similar fault may be refused or attended on a Pay On Use basis only.

If **You** have an Accident please call **Our** 24 hour Control Centre on: 01274 288 488 where **We** will arrange assistance on a pay as you go basis.

## 3. What to do if you have a complaint

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 or the service provided at the roadside **You** should follow the Complaints Procedure below.

**Complaints regarding the sale of the policy:** Please contact **Your** administrator 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.

In all cases, if **Your** complaint regarding the sale of **Your** policy or **Your** claim 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. Tel: 0345 218 2685. Email: customerrelations@ukgeneral.co.uk.

If we have not completed our investigations into your complaint within 8 weeks of receiving your complaint or if you are not happy with our Final Response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. If you decide to contact them, you should do so within 6 months of receiving our Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR  
Tel: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>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.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

## 4. Definitions

Wherever the following words and phrases appear in this document with a capital letter they shall have the meaning given below:

**Approved Incident** - Mechanical or electrical breakdown, (not including accident, vandalism, fire, theft or attempted theft) which occurs within the **Geographical Limits**, during the period of insurance, which immobilises the vehicle or renders it unroadworthy. In the case of Accident Damage, assistance can be arranged by **Us** on a pay per use basis only. These costs may be refunded when **You** make a claim on **Your** Motor Insurance Policy.

**Excess** - Under this policy, **You** will have to pay an excess on vehicles over 3500kgs, 7 metres in length, 3 metres in height, or 2.25 metres in width. 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.

### 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 Trip during **Your** direct travel between **Your Home** and the UK port or Euro-tunnel terminal, and in the following countries: Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech

Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania,

Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia and Montenegro, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of Bosphorous) and Vatican City.

**Home** - The address last notified to International Breakdown Limited as the policyholder's permanent residence or place where the **Insured Vehicle** is normally kept. This must be within the UK, defined as England, Scotland, Wales and Northern Ireland.

**Insured Vehicle** - The vehicle, details of which have been provided to **Us**, being one of the following: a motorcycle, car, estate car, light van or 4x4 sport utility vehicle, motorhome and camper van, used for domestic use only (unless the appropriate premium has been paid for commercial use) which does not exceed the following weight and dimensions

(including any load **You** are carrying): 3,500 kgs, length 7 metres; height 3 metres and width 2.25 metres. Also included is any caravan or trailer being towed by the Insured Vehicle which does not exceed the above weight and size dimensions - including any load. Any variation to the vehicle details, including a change of vehicle, must be notified immediately to **Our** administration department on 0800 027 2326. If notification is not given, assistance will be refused.

**Policy Schedule** – A document attaching to this policy that confirms details of **You**, the **Insured Vehicle**, the level of cover selected and the length of cover.

**Trip** - A pre-booked journey within the **Geographical Limits**, not exceeding 90 consecutive days during the period of insurance 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. Proof of travel arrangements including tickets will be required for **Your** outbound and return journey.

**We/Us/Our** – International Breakdown Limited t/a National Breakdown and Rural Insurance Group with UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited.

**You/Your/Driver** - The policyholder or any person driving with **Your** permission and/or any passenger in the **Insured Vehicle** other than a hitchhiker.



## 5. Summary of Cover Levels and Benefits

The table below outlines in summary the benefits of **Your** cover as detailed in **Your Policy Schedule** and defined in this policy wording.

Level of cover Benefits	Level 1 (Bronze)	Level 2 (Silver)	Level 3 (Gold)	Level 4 (Gold Plus)
Roadside Assistance	✓	✓	✓	✓
Local Tow	✓	✓	✓	✓
Message relay	✓	✓	✓	✓
24hr/365 cover	✓	✓	✓	✓
Caravan & trailer included	✓	✓	✓	✓
Emergency Driver within the UK	✓	✓	✓	✓
Pay on Use Assistance in the UK after an Accident	✓	✓	✓	✓
Nationwide UK Recovery		✓	✓	✓
Alternative transport		✓	✓	✓
Overnight Accommodation		✓	✓	✓
Callout from Home			✓	✓
European Assistance				✓
Replacement Parts when in Europe				✓
Temporary repairs following break in when in Europe				✓
Repatriation when in Europe				✓

The above table contains a summary of benefits for reference purposes. Please see the full policy wording for the terms, conditions and limits that apply.

## 6. Terms and Conditions

The level of cover applying is detailed on **Your Policy Schedule** providing the appropriate premium has been paid.

### Level One (Bronze) UK Roadside assistance with local tow

What **You** are covered for:

If **You** lose the use of the **Insured Vehicle** because of an **Approved Incident** a one mile radius or more from **Your Home** address, **We** will arrange and pay for a repairer to attend at the roadside for up to one hour (including travelling time) in order to try and restore the **Insured Vehicles'** mobility or make it roadworthy.

Where no roadside repair is possible:

- **We** will pay for the **Insured Vehicle** to be towed a maximum of 15 miles to a local repairer or if **You** prefer to **Your Home** address providing this is within 15 miles of the scene. This policy also includes Free Caravan and Trailer cover when being towed by the **Insured Vehicle** (applies to vehicles 3500 Kgs or under)

### Message Relay

What **You** are covered for:

If **We** have been contacted in connection with an insured incident, **We** will relay up to 2 telephone messages to **Your** family members, friends or business associates to advise of unforeseen travel delays.

### **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 occupant qualified, competent or insured to drive the **Insured Vehicle**: **We** will provide and pay for an alternative **Driver** to complete the journey and drive **You** and the **Insured Vehicle** to **Your** intended destination or **Home** whichever is nearer.

- Alternative transport and other assistance may at **Our** discretion be arranged on a pay per use basis.

### **Level Two (Silver) UK Roadside assistance with Nationwide UK Recovery**

What **You** are covered for:

In addition to the benefits detailed for Level One (Bronze):

- where a repair is not possible locally or the repair cannot be made the same day **We** will arrange for either:

#### **Nationwide Recovery**

What **You** are covered for:

**We** will arrange and pay for **You**, up to 6 passengers and if appropriate, the **Insured Vehicle**, to be taken to **Your** intended destination or **Home** anywhere within the UK **Geographical Limits** whichever is nearer. When the vehicle occupants have arrived at the destination, at **Your** option **We** will arrange and pay for the **Insured Vehicle** to be transported up to a further 15 miles, to a garage of **Your** choice, providing it is within one complete journey. 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 the same day.

Or

#### **Alternative Transport: 48-Hour Replacement Vehicle**

What **You** are covered for:

If repairs to the **Insured Vehicle** are carried out at a local repairer, if necessary **We** will arrange and pay up to £100 in total for the following benefits: A self-drive rental vehicle, when and where available, for up to 48 hours, for **You** to continue **Your** journey or return **Home**. A hire car is not available following breakdowns at or within 25 miles of **Your Home**. **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 car providers, 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 car hire providers. **You** must be able to satisfy the requirements of the hire car providers, 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. Or

#### **Overnight Accommodation**

What **You** are covered for:

At **Our** discretion, **We** will pay for one night's bed and breakfast accommodation for **You** in a local 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 **Home**. The most **We** will pay is £40 per person per night with a limit of £160 per **Approved Incident**.

### **Level Three (Gold) UK Roadside Assistance with Nationwide UK Recovery and Callout from Home**

What **You** are covered for:

In addition to the benefits detailed for Level Two (Silver):

**We** will provide assistance in the event of an **Approved Incident** at or within a 1 mile radius of **Your Home**.

### **Level Four (Gold Plus) UK and European - Roadside Assistance with Nationwide Recovery**

What **You** are covered for:

In addition to the benefits detailed for Level Two (Silver): **We** will provide European Cover.

#### **European Cover**

**We** do not cover one way **Trips** to Europe during the insured period. All European **Trips** must be pre-booked with a return ticket and must start and end in the UK and purchased prior to the start of the **Trip**. **You** must inform **Us** of the

dates of **Your** intended travel together with details of the Vehicle in which **You** will be travelling. This must be reported to **Our** Customer services department at least 48 hours prior to commencing **Your** journey abroad. Failure to comply may result in limited service or refusal.

If **You** have opted and paid for European cover, **We** will provide service in a number of European countries for a maximum of 90 days for an Annual Policy. **You** should carry **Your** V5 registration document with **You** during **Your** journey. Regulations are different to the UK so, if **You** Breakdown in Europe help may take longer in arriving and local authorities may become involved before **We** can help **You**. **We** will require detailed information from **You** regarding the location of **Your** Vehicle to help **Us**. **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 and therefore, **You** will be asked to remain at the telephone number **You** called from.

If **You** have broken down on a European motorway or major public road **You** will often need to obtain assistance via the SOS phones using the local government services. These roads are sometimes privately owned and the owners operate their own roadside assistance and recovery service. Sometimes they will insist on towing **You** to a place of safety and **You** will be required to pay for the service immediately. When **You** have been towed off a privately owned road and have settled the fees payable **You** can then contact **Us** for further assistance. The cost of services arranged and provided by a third party are not covered under this policy, however **We** will contribute to a maximum of £60.00 towards the cost of a mandatory tow, but **We** will only reimburse claims when **We** receive the original invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

If **You** suspect that **Your** vehicle is experiencing a problem **We** recommend that **You** leave any privately-owned Motorway or carriageway in order to avoid paying these costs. Please note that service and rest areas are also part of the motorway network and costs are still applicable in these locations.

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, **You** must allow **Us** reasonable time to assist **You** and affect a repair to **Your** Vehicle. **We** will not be held liable for any delays in reaching **Your** destination.

### Roadside Assistance when in Europe

What **You** are covered for:

If the **Insured Vehicle** is immobilised or rendered un-roadworthy as a result of mechanical breakdown, **We** will arrange and pay up to a maximum under this policy of £250 per **Trip**, for roadside assistance and if necessary transport 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.

What **You** are not covered for:

- a) labour charges over £100 at the roadside.
- b) anything mentioned in the General Exclusions.
- c) costs incurred outside the period of the **Trip**.
- d) 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 will be arranged on **Your** behalf providing **You** have sufficient motor insurance to cover all costs incurred.

### Replacement Parts when in Europe

What **You** are covered for:

If necessary 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 all 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 vehicles where parts may be impossible to locate. **We** will bear the cost of location and transport of the replacement parts. The actual cost of the parts and any Customs Duty must be paid to **Us** by **You**, by a debit to **Your** credit or charge card or by a prior deposit of funds in the country of departure. 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.

### Temporary Repairs Following Break-In when in Europe

What **You** are covered for:

In the event of theft (or attempted theft) of the **Insured Vehicle** not including any contents contained in the **Insured Vehicle**, **We** will pay up to £75 in total per **Trip**, for immediate emergency repairs and/or replacement parts, which are necessary to place the **Insured Vehicle** in a secure condition to continue the **Trip**. **You** must obtain a Police Report immediately or at least within 24 hours of the incident giving rise to a claim being made, sight of the report will be



required by **Us**. All costs relating to accidental damage or theft or other incident normally covered by a motor insurance policy, will be **Your** responsibility.

What **You** are not covered for:

- a) damage to paintwork or other cosmetic items.
- b) costs incurred following **Your** return **Home**.
- c) anything mentioned in the General Exclusions.

### **Vehicle Out of Use when in Europe**

What **You** are covered for:

If the **Insured Vehicle** is lost, immobilised or rendered un-roadworthy during a **Trip** as a result of mechanical or electrical breakdown, 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 insured 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:

- a) the cost of any fuels and oils used in any replacement vehicle.
- b) the cost of any Personal Accident insurance or other benefit not specifically covered under this section. c) costs incurred outside the period of the **Trip**.
- d) 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. e) food or beverages other than those specified.
- f) The cost of telephone calls when contacting **Us**. Whenever possible **We** will call **You** back as soon as possible.

### **Repatriation when in Europe**

What **You** are covered for:

If the **Insured Vehicle** is lost, immobilised or rendered un-roadworthy during a **Trip** as a result of mechanical or electrical breakdown:

**We** will pay the cost of transporting **You**, together with **Your** hand luggage and valuables, to **Your Home** in the country of departure if the **Insured Vehicle** cannot be or could not have been repaired by the intended time of **Your** return **Home** to the UK. The means of transport to be employed shall be at **Our** discretion. Any claim costs relating to accidental damage or theft or other incident normally covered by a motor insurance policy, will be **Your** responsibility.

**We** will pay the cost of transporting the **Insured Vehicle** to **Home** in the country of departure if repairs cannot be carried out abroad. Please be aware that the repatriation of a vehicle can take up to six weeks 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-off charge), whilst **You** are awaiting repatriation of the **Insured Vehicle** by **Us**. Any claim costs relating to accidental damage or theft or other incident normally covered by a motor insurance policy, will be **Your** responsibility. Or,

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 to drive the repaired vehicle **Home**. The maximum **We** will pay to repatriate the **Insured Vehicle** will be limited to its current market value in the UK. The return of **Your** vehicle will not be covered if repairs can be completed locally, and **You** are either unable or unwilling to allow this to happen. 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 UK, 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 **Home** 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 vehicle.

## 7. General Exclusions applying to all parts of this policy

### What You are not covered for:

1. Any incident which occurs within the first 48 hours of **Your** policy start date or where **We** consider the incident has been caused or contributed to by a condition present at or before **Your** policy start date. Where **You** purchase a renewal or replacement policy, cover will begin in full at the policy start date if there has been no break in cover between the old and the new policy for the same Vehicle.
2. 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.
3. Any costs which would have been incurred in the course of a journey, if the insured incident had not occurred.
4. 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.
5. The cost or the quality of repairs when the **Insured Vehicle** is repaired in a garage.
6. Assistance or recovery while the **Insured Vehicle** is partly or completely buried in snow, mud, sand, or water or when the vehicle has left the highway.
7. Damage or costs incurred as a direct result of gaining access to the **Insured Vehicle** following **Your** request for assistance.
8. The costs incurred in obtaining a spare wheel or for roadside repair where **You** are unable to provide a serviceable spare wheel or locking wheel nut key. (This excludes vehicles that are not provided with a spare wheel in accordance with the manufacturer's specifications) Any assistance provided will be on a pay per use basis only.
9. If **You** are practicing for, or participating in, racing, trials or rallying.
10. Any cost recoverable under any other policy of insurance or under the service provided by any other motoring organisation.
11. 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.
12. a) Any claim when the **Insured Vehicle** exceeds 3,500 kg gross vehicle weight, 7 metres in length, 3 metres in height, or 2.25 metres in width, unless the appropriate additional fee has been paid.  
b) Any claim where the **Insured Vehicle** is 16 years or older at inception, from the date of registration.  
c) Any claim where the vehicle is designed and built for the purpose of towing an American style caravan or trailer connected using a 5th wheel coupling. This exclusion does not apply to HGV vehicles such as articulated vehicles.
13. Any claim when the **Insured Vehicle** is being used as a taxi or minicab for the carriage of passengers for Hire or Reward.
14. Any claim when the **Insured Vehicle** is being used for the primary purpose of collecting and delivering goods.
15. Any claim arising where the person driving the **Insured Vehicle** with **Your** permission does not have the correct valid driving licence for the Vehicle.
16. 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**.
17. Consequential losses of any nature other than as specifically provided within the terms of this policy.
18. Any deliberately careless or deliberately negligent act or omission by **You**.
19. **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.
20. **We** will not provide cover for any direct or indirect consequence of:
  - a) Irradiation, or contamination by nuclear material; or
  - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
21. **We** will not provide cover for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
22. **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.

23. The cost of telephone calls when contacting **Us**. Whenever possible **We** will call **You** back as soon as possible.
24. Consequential losses of any kind arising from the provision of, or any delay in providing the services to which this policy relates, unless negligence on **Our** part can be demonstrated.
25. Any assistance as a result of vehicle breakdown due to: a) Running out of Oil or Water b) Frost Damage, c) Rust or corrosion, d) Un-roadworthy wheels/tyres, or e) the use of incorrect or contaminated fuel. Service may be obtained on a Pay per use basis.
26. 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. Keys which are locked inside the **Insured Vehicle** are not covered. **We** can arrange for a contractor to attend and where possible gain entry to the 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.
27. Any claim where the duration of a **Trip** is planned to or subsequently exceeds 90 days.
28. Notwithstanding any other provision herein, Your Insurance Policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
  - a) Infectious or contagious disease;
  - b) any fear or threat of (a) above; or
  - c) any action taken to minimise or prevent the impact of (a) above

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## 8. General Conditions applying to all parts of this policy

1. The **Insured Vehicle** must have a current MOT certificate and Road Fund license and necessary insurance certificate. It shall at all times be maintained and operated in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacturer's recommendations
2. **You** must take all reasonable steps to avoid or minimise any claim.
3. 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 **Home** address (for instance at a late hour when no repairer is available), or if **You** cancel the service whilst **Our** agent is en-route to **You** and the **Insured Vehicle** remains unserviceable, **We** shall not be liable to provide further assistance in respect of the same **Approved Incident**. Further service can be obtained on a pay per use basis.
4. 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. **Your** full compliance with the terms and conditions of this policy is necessary before a claim will be paid.
5. **You** are responsible for the safety of the **Insured Vehicle** and its contents and, unless incapacitated, **You** must be in attendance at the scene of incident prior to the estimated time of arrival, if on arrival **You** or a representative is not in attendance with a reasonable time and **Our** acting agent is redirected to assist another client, **You** will be responsible to pay all costs for a return journey visit.
6. **Your** policy number must be quoted when calling for assistance and the relevant identification produced on the request of **Our** acting agent.
7. **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.
8. **You** will have to pay any toll or ferry fees for the **Insured Vehicle** and attending service or recovery vehicle incurred by **Our** agent.
9. **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.
10. **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.
11. **We** cannot accept responsibility for livestock and domestic pets carried in the **Insured Vehicle** at the time of an **Approved Incident**. This will be at the discretion of the attending agent.
12. **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.

13. Where the **Insured Vehicle** is fitted with a spare wheel **You** must maintain it in a serviceable condition.
14. If **Our** attending agent completes a temporary roadside repair to the **Insured Vehicle**, **You** are required to then make immediately arrangements for any permanent repair that may be necessary, failure to do so will result in additional service being refused.
15. If the **Insured Vehicle** requires to be taken to a garage 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.
16. Any parts, components or other products used in the repair of the **Insured Vehicle** will be immediately payable by **You**.
17. **We** will not arrange for assistance when the **Insured Vehicle** is considered over weight, dangerous or illegal to repair or transport.
18. In the event of a valid claim **We** shall have the benefit of any relevant travel tickets **You** are unable to use.
19. **We** shall not pay for more than two claims made against the Service during any 12-month period, which arise from the same or similar fault. **We** shall not pay for more than five claims in total or six claims in total when two or more vehicles share the same policy in any 12 month period. (Fleet policy entitlements extend to 3 callouts per vehicle per year.) And **We** shall not pay more than £2000 in total for any one **Approved Incident**.
20. 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.
21. If **You** or anyone acting for **You** makes a false or fraudulent claim, which includes but is not limited to;
  - making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
  - sending **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
  - making a claim for any loss or damage **You** caused deliberately or
  - acting dishonestly or exaggerating a claim,

**We**;

  - a) are not liable to pay the claim: and
  - b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
  - c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above, **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim. **We** will not return any of the premiums paid. This Information may also be shared with the police and other insurers for fraud prevention purposes.
23. Prices shall be charged at the current rate at the time of application, the price to be determined by International Breakdown Ltd. Price changes supersede all written quotes previously given including renewal notices. It is the applicant's responsibility to check prices before applying or reapplying for a policy.
24. In the event **You** use the service and the fault is subsequently found not to be covered by the policy **You** have purchased, **We** reserve the right to reclaim any monies from **You** in order to pay for the uninsured service.
25. **We** reserve the right to recover **Your** immobilised vehicle in accordance with and subject to any legislation, which affects drivers' working hours.

## 9. Further Information

### Cancellation

We hope that **You** are happy with the cover this **Policy** provides. However, **You** have the right to cancel it during a period of 14 days after either the day of purchase of the contract, or 14 days after the day on which **You** receive **Your Policy** documentation whichever is later. If **You** do wish to do so and the **Policy** cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

If **You** wish to cancel the insurance cover and it has already commenced, as long as no claim payment has been made, claim submitted or there has been an incident likely to give rise to a claim, **You** will be entitled to a refund of the premium paid for which a deduction will apply for the time for which **You** have been covered. This will be calculated as a proportion of the time for which **You** received cover.

**We** may at any time cancel any insurance policy 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:

- Non-payment of premium
- Threatening and abusive behaviour
- Failure to provide documents
- Non-compliance with policy terms and conditions
- A change in **your** circumstances which means **we** can no longer provide cover
- Where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- Where **you** have misrepresented or provide false information to the questions asked of **you** when **you** purchased, renewed or amended **your** policy.

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 10.

### Policy Duration

This Policy does not exceed 12 months (365 days) unless otherwise stated in the policy terms and conditions.

### Governing Law

This policy is governed by English law.

### Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

### Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

### What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.



For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

### **UK General's full privacy notice**

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

### **WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE**

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

## Rural Insurance Group

The Hamlet  
Hornbeam Park  
Harrogate  
HG2 8RE

**T:** 0344 55 77 177

**F:** 01423 876 001

**E:** [enquiries@ruralinsurance.co.uk](mailto:enquiries@ruralinsurance.co.uk)

**W:** [ruralinsurance.co.uk](http://ruralinsurance.co.uk)

