

# POLICY WORDING



**Breakdown Direct.co.uk**

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## Welcome to Breakdown Direct Motoring Assistance Cover

This document sets out the terms and conditions of your Breakdown Direct Motoring Assistance Policy and other benefits. Please read it carefully. Cover will be provided for the vehicle(s) and sections shown in the Breakdown Direct Motoring Assistance Schedule, which validates your policy. If the cover does not meet your requirements let us know within 14 days of receipt and we will refund your premium in full provided you have not used the service or made a claim.

Breakdown Solutions Ltd trading as Breakdown Direct.co.uk is authorised and regulated by the Financial Services Authority (FSA). The FSA website has a register of all regulated firms and you can view this by going to [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), or you can phone the FSA on 0845 606 1234.

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. These products meet the demands and needs of those who wish to ensure they have cover in the event of a vehicle breakdown.

We know that even the simplest of breakdowns can be very stressful, but with Breakdown Direct you can drive, safe in the knowledge that help is just a phone call away, 24 hours a day, every day of the year.

Our emergency centre co-ordinators have been trained to deal with almost any problem you are likely to encounter, from a simple flat tyre to a major incident. And if you find yourself in a vulnerable situation we'll make sure you get top priority. In fact, our breakdown and recovery specialists have an average response time of around 35 minutes. We know this because it is measured every month.

All our breakdown and recovery specialists belong to an approved trade association and have to comply with strict service standards and codes of conduct to maintain their accreditation. In addition we use the experience and expertise of AXA Assistance, one of the world's premier emergency assistance organisations, to monitor network performance to ensure that professionalism and effectiveness are maintained.

### WHAT TO DO IF YOU BREAKDOWN

To obtain emergency assistance in the **UK** contact the 24 Hour Emergency **Breakdown Direct** Helpline on:  
**0800 389 5424**

To obtain emergency assistance in **Continental Europe** contact the 24 Hour Emergency **Breakdown Direct** Helpline on:  
**00 44 1737 815 224**

This service is provided on our behalf by AXA Assistance. **Your** telephone calls to and from us may be recorded.

You should have the following information available upon request:

The **Vehicle's** Registration Number  
**Your** Name and Home Postcode  
**Your** Policy Number (found on your schedule)  
The make and model of the **Vehicle**  
The Colour of the **Vehicle**  
**Your** Location  
An indication as to the nature of the problem

Only by calling the Emergency Helpline number, will you be able to claim for the services provided.

## ASSISTANCE ON MOTORWAYS

### In the UK

In the event of a breakdown on the motorway in the **UK** you can use the nearest SOS Emergency Telephone Box. Ask the Police to contact the 24-Hour EMERGENCY **Breakdown Direct** Helpline on the above number. Be prepared to provide the additional information together with the number of the SOS Emergency Telephone Box.

### In Europe

On many European motorways or autoroutes, particularly in France, the police will answer the emergency telephones. They will arrange for a recovery vehicle to tow **you** off the motorway either to a local garage or perhaps to a motorway service station, without reference to AXA ASSISTANCE. They may ask **you** to pay for this assistance on the spot. If this happens **you** can either get a receipt and claim back from **us** or call AXA ASSISTANCE and they will try and persuade the recovery agent to accept their guarantee of payment. AXA Assistance will then arrange any other assistance **you** may need.

## Breakdown Direct Motoring Assistance Cover

This policy is underwritten by Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance and part of the worldwide AXA Group. AXA Assistance operates the 24 hour motoring assistance helpline and the policy is administered by Breakdown Direct as an agent for the Insurer. This insurance is effected in England and is subject to the Laws of England and Wales.

Inter Partner Assistance's activity is authorised by the Commission Bancaire, Financière et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA), an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London E14 5HS. Information can be obtained either by phoning to their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: [www.fsa.gov.uk](http://www.fsa.gov.uk). This document sets out the terms and conditions of **your** Cover and it is important that **you** read it carefully, together with **your** Motoring Assistance Schedule, which shows the level of cover **you** have chosen.

Each section of cover confirms what is and is not covered. There are also general exclusions that apply to all sections of cover and general conditions that **you** must comply with for the policy to operate. If **you** find that the cover does not meet **your** needs, contact **us** within 14 days and we will cancel **your** policy. **Your** premium will be refunded in full providing **you** have not made a claim or used the service.

## Meaning of words

Wherever the following words and phrases appear in bold in this document and Motoring Assistance Schedule they will always have these meanings:

### 1. We/Us/Our

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Registered No: FC008998.

### 2. You/Your/Driver

The policyholder or any person driving with **your** permission, and/or any passenger in the insured **vehicle** (maximum 7 people including the **driver**).

### 3. Vehicle

Vehicle means the private car, motorcycle or light commercial vehicle which is under 16 years of age, (under 11 years of age for European cover) does not exceed 3500KG in gross weight, 5.1m in length, 2m in height and 2.1m in width, insured under **your** policy, as shown on the Motoring Assistance Schedule, details of which have been provided to Inter Partner Assistance and for which, the appropriate premium has been paid and received by Inter Partner Assistance. If **your** vehicle breaks down whilst towing a caravan or trailer **we** will recover **your vehicle** together with caravan or trailer providing they do not exceed the following dimensions: 8m in length, 3m in height and 2,25 in width. **You** must carry a serviceable spare tyre and wheel for **your vehicle**, caravan or trailer.

### 4. Your Home

The **UK** address last notified to Breakdown Direct as **your** permanent residence or place where **your vehicle** is normally kept.

### 5. Breakdown

Immobilisation of the **vehicle** as a result of mechanical breakdown, accident, act of vandalism, fire or attempted/recovered theft, flat tyre, lack of fuel, flat battery, loss or breakage of **vehicle** keys, occurring within the **UK** (or Western European territorial limits if the appropriate premium has been paid) during the **period of cover**.

### 6. UK

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### 7. Period of Cover

The period to which the insurance applies and is stated on **your** Motoring Assistance Schedule

**The cover detailed under each section will only apply if it is shown on your current Motoring Assistance Schedule. Cover is subject to the General Conditions and General Exclusions detailed in sections E and F**

If you suffer a **breakdown** involving **your vehicle** please call the Breakdown Direct

24 hour emergency telephone number shown on the 'Index and Welcome' page of this document.

## Breakdown Direct in the UK

### Section A - Roadside assistance in the UK

#### What is covered:

a) If **your vehicle** is immobilised as a result of a **breakdown, we** will arrange and pay for a vehicle rescue operator to come to the place of the **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.

b) If **your vehicle** cannot be made roadworthy at the place of **breakdown, we** will arrange for **your vehicle** together with the **driver** and up to six passengers to be taken to a suitable local garage normally within 15 miles, for it to be repaired at **your** cost.

#### What is not covered:

- a) A **breakdown** at or within a one-mile radius of **your** home.
- b) Anything mentioned in the general exclusions.

### Section B - Recovery in the UK

#### What is covered:

If **your vehicle** cannot be made roadworthy at the place of the **breakdown**, and cannot be repaired the same day at a suitable local garage, **we** will arrange and pay for any one of the following:

#### a) Nation-wide Recovery Service

For **your** vehicle together with the **driver** and up to six passengers to be taken to **your** intended destination or home anywhere in the **UK** and then at **your** request, for **your** vehicle to be taken to a garage of **your** choice within 15 miles during one complete journey, for it to be repaired at **your** cost.

#### b) Overnight Accommodation

Bed and breakfast expenses for one night only, limited to a maximum of £40 per person (£160 for **your** whole party).

#### c) 24 Hour UK Hire Vehicle

A hire vehicle of up to 1100cc for a period not exceeding 24 Hours. **You** will be responsible for the return of the hire vehicle and the collection of **your** repaired vehicle.

*Please note: We will choose the most appropriate solution from one of the above options.*

#### d) Emergency Driver within the UK

If, during the journey, the **driver** suffers accidental bodily injury or illness, which means that he or she cannot drive and there is no one else, able or qualified to drive the **vehicle, we** will provide, and pay for, a driver to complete the journey or return the **vehicle** and passengers to the intended destination. **You** will need to provide some form of medical certification before **we** provide this benefit.

Please remember that this level of cover (Section B - Recovery in the UK) does not begin until the day after **you** have arranged cover for the first time.

#### What is not covered:

- a) A **breakdown** at or within a one-mile radius of **your home**.
- b) Anything mentioned in the general exclusions.

### Section C - At home

#### What is covered:

a) In the event that **your vehicle** is immobilised as a result of a **breakdown**, at or within one mile of **your home, we** will arrange and pay for a vehicle rescue operator to come to the place of **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.

b) If **your vehicle** cannot be made roadworthy at the place of **breakdown, we** will arrange and pay for **your vehicle** together with the **driver** and up to six passengers to be taken to a suitable garage normally within 15 miles, for it to be repaired at **your** cost.

#### What is not covered:

- a) Anything mentioned in the general exclusions.

## Breakdown Direct in Europe

The cover in this section will only apply if it is shown on **your** current Motoring Assistance Schedule.

In addition to those detailed in the UK section, wherever the following words and phrases appear in bold in this document and Motoring Assistance Schedule they will always have these meanings:

#### Journey

A return trip in **your vehicle** between **your home** in the **UK** and **your** destination abroad, within the territorial limits, which does not exceed 31 consecutive days, or no more than 90 days in total during the **period of cover**.

#### Unless otherwise stated cover in section D only applies in Western Europe and includes the following countries:

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland and dependent Islands.

## Section D - European Cover

### D1) Before travel abroad starts

The benefits shown under section **D4** below also apply in the **UK** providing that the **breakdown** happens during **your journey**.

### D2) Roadside Assistance & Towing

#### What is covered:

- a) In the event that **your vehicle** is immobilised as a result of a **breakdown**, **we** will arrange and pay for a vehicle rescue operator to come to the place of **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
- b) If **your vehicle** cannot be made roadworthy at the place of **breakdown**, **we** will arrange and pay for **your vehicle** together with the **driver** and up to six passengers to be taken to a suitable garage, for it to be repaired at **your** cost.
- c) Labour charges and/or replacement parts up to £200 for immediate emergency repairs which are necessary to make **your vehicle** secure following the theft or attempted theft of the **vehicle** or its contents.

#### What is not covered:

- a) The cost of paintwork and other cosmetic items.
- b) Any amounts for making the **vehicle** secure once **you** have returned to the **UK**.
- c) Anything mentioned in the general exclusions

### D3) Delivering replacement parts

#### What is covered:

- a) If replacement parts are not available locally to repair the **vehicle** following a **breakdown** **we** will arrange and pay to have them delivered to **you** or an agreed location as quickly as reasonably possible.

#### What is not covered:

- a) The actual cost of replacement parts and any customs duty. This must be paid to **us** using a credit or charge card, or at **our** discretion, any other payment method.
- b) Any amount if the replacement parts can be got locally.
- c) Anything mentioned in the general exclusions

### D4) Loss of use of Your Vehicle

#### What is covered:

If during **your journey** **your vehicle** is immobilised or made unroadworthy as a result of a **breakdown** and will take at least 8 hours to repair, or has been stolen and not recovered within 8 hours, we will arrange and pay for any one of the following:

a) To transport **you**, **your** passengers and luggage to **your** intended destination, and then return **you** to **your vehicle** once it has been repaired, or, for a driver to bring **your vehicle** to **your** holiday location once it has been repaired.

b) The cost of hiring an alternative car while **your vehicle** is being repaired up to £70 per day and £750 in total.

c) B&B expenses up to £30 per person (£500 in total for **your** whole party) while **your vehicle** is being repaired, provided **your** original accommodation has been pre-paid and **you** can't get **your** money back.

Please note: **We** will choose the most appropriate solution from one of the above options.

**We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do our best to arrange a **vehicle** of equivalent size but no guarantee can be given that there will be tow bars, bike racks, roof boxes or other accessories included.

Hire cars are provided subject to **you** meeting the conditions of the hirer. In most parts of Europe, hire cars are not permitted to cross national frontiers or be brought back to the **UK**.

#### What is not covered:

- a) The cost of fuel or lubricants **you** use in the hire vehicle.
- b) Anything mentioned in the general exclusions.

### D5) If you become ill or injured and can't drive

#### What is covered:

- a) As long as **you** have medical proof that **you** can't drive, and no-one else in **your** party can drive **you home**, **we** will pay for a qualified driver to bring **you**, **your** passengers and **your vehicle** home.

#### What is not covered:

- a) Anything mentioned in the general exclusions

### D6) If you can't use your own vehicle to get home

#### What is covered:

If following a **breakdown** **your vehicle** is still not repaired or roadworthy when it is time for **you** to return **home**, **we** will pay for suitable transport to get **you**, **your** passengers and **your** luggage **home**, and up to £150 towards alternative travel costs in the **UK** while **you** wait for **your** own **vehicle**. *We* will also pay for:

- a) Transporting **your vehicle** to **your home** or **your** chosen repairer in the UK
- b) OR the cost of a single rail/sea ticket (or an air ticket if the rail/sea trip would take more than 12 hours) for **you** to go and fetch **your vehicle** once it has been repaired or found.

c) AND any storage charges (up to a total of £100) while it is waiting for repair, collection or transportation **home**.

#### What is not covered:

- a) Any costs and expenses **you** would have incurred anyway for travelling **home**.
- b) Loss or damage to personal possessions left in, on or near the **vehicle**.
- c) The return of **your vehicle** to the **UK** if **we** believe that the cost of doing so would be greater than the market value in the **UK**.
- d) The return of **your vehicle** to the **UK** if repairs can be completed locally and **you** are either unable or unwilling to allow this to happen.
- e) Anything mentioned in the general exclusions

#### D7) Legal Assistance

##### What is covered:

We will pay up to £5,000 in respect of legal costs and expenses to:

- a) Defend the **driver** of the **vehicle** against criminal charges following a road traffic accident involving the **vehicle** during the **journey**.
- b) Pursue uninsured losses against third parties arising from a road traffic accident involving the **vehicle** during the **journey**.

##### What is not covered:

- a) Costs or expenses incurred before **our** acceptance of **your** claim in writing.
- b) Any claim against any member of **your** party in the **vehicle** at the time of the road traffic accident.
- c) Any claim where in *our* opinion there is insufficient prospects of making a successful claim, defence or of recovering more than the costs of bringing the action.
- d) Any claim relating to drink, drug, speeding or parking offences.
- e) Any claim reported to **us** more than three calendar months after the event that caused the claim.
- f) Legal expenses that can be claimed under any other policy.

#### Section E - General Exclusions applying to all parts of this policy

##### What is not covered:

1. Any **breakdown** that happens during the first 24 hours after cover is taken out for the first time, except for benefits shown under Section A, which are available immediately.
2. The cost of replacement fuel or for any spare parts required to restore the mobility of **your vehicle** or for any costs incurred because of the unavailability of replacement parts.
3. Labour costs of more than 1 hour for roadside assistance.
4. If we consider that a locksmith, bodyglass or tyre specialist is needed, **we** will try to arrange these for **you** but **you** will have to pay for their services, unless **your vehicle** is covered under section D2c.
5. The cost or the quality of repairs when **your vehicle** is repaired in any garage to which the **vehicle** is taken.

6. Any costs for **vehicles**, which have not been maintained and operated in accordance with the manufacturer's specifications.
7. Any call out or recovery costs incurred in the **UK** following a **breakdown** where the police or other emergency service insist on immediate recovery by a third party.
8. Assistance or recovery if **your vehicle** is partly or completely buried in snow, mud, sand or water.
9. Damage or costs incurred as a direct result of gaining access to **your vehicle** following **your** request for assistance.
10. Any loss of any kind that comes from providing, or delaying providing, the services this cover relates to. (For example, a loss of earnings, the cost of food and drink and costs we have not agreed beforehand).
11. Transportation of horses or livestock. Onward transportation of any animal in **your vehicle** shall be at **our** discretion and solely at **your** risk.
12. Any costs for **vehicles** that have broken down or are unroadworthy when cover was taken out.
13. The costs incurred in obtaining a spare wheel or tyre for roadside repair where **you** are unable to provide a serviceable spare wheel or tyre.
14. If **your vehicle** has been modified for, or is taking part in, racing, trials or rallying.
15. Any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.
16. Recovery where **your vehicle** is carrying more occupants than a driver and up to 6 passengers or a greater weight, than for which the **vehicle** was designed, or where the **vehicle** is being used unreasonably on unsuitable terrain.
17. Recovery or Assistance where the vehicle exceeds 3,500 kg gross vehicle weight or 5.1m in length, 2.0m in height and 2.1m in width.
18. Recovery or assistance where **your vehicle** is being used for the carriage of people for hire or reward, unless we have agreed this with **you** and confirmed it in writing.
19. Recovery or Assistance where the **vehicle** is being used for the carriage of commercial goods.
20. Any claim arising from the driving of **your vehicle** with **your** consent by:
  - a) any person who **you** know does not have a valid **UK** driving licence or
  - b) is not keeping to the conditions of their driving license.
21. Any claim arising from an inadequate repair or attempted repair previously carried out during the course of the same trip.
22. Recovery costs following a road traffic accident or other incident normally covered by a motor insurance policy.
23. Any loss or damage caused to **your vehicle**, or any loss or expense arising from or contributed to by:
  - a) Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - b) The radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
24. Loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
25. Any loss or damage caused by riot or civil commotion that happens outside the **UK**

#### Section F - GENERAL CONDITIONS applying to all parts of this policy

1. **Your vehicle** must be permanently registered in the **UK** and if appropriate have a current MOT certificate. It shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacturer's specifications. It must be under 11 years old since first registration (or under 16 years

if you have paid the appropriate extra premium). Note that European cover is only available to vehicles less than 11 years old when cover begins.

2. If **we** arrange for temporary roadside repairs to be carried out following damage to **your vehicle**, or **we** provide recovery to **your** nominated destination, **we** shall not be liable to provide further assistance in respect of the same incident or insured event.
3. No benefit shall be payable unless **you** contact us via the emergency telephone numbers provided. **You** must not seek to contact any agent or repairer direct.
4. **You** are responsible for the safety of **your vehicle** and its contents and, unless incapacitated, or by arrangement with **us** or **our** agent, **you** must be in attendance at **your vehicle** at the estimated time **we** advise that assistance can be expected.
5. **Your** policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of Inter Partner Assistance.
6. **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, **your vehicle** is moved, recovered or repaired by any other means.
7. **You** will have to pay any toll or ferry fees incurred by the **driver** of the recovery vehicle.
8. **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.
9. **We** shall be entitled to request all reasonable assistance from **you** to conduct proceedings in **your** name for Inter Partner Assistance's benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any cover provided by this insurance.
10. **You** shall carry a serviceable spare tyre and wheel for **your vehicle** and any attached caravan or trailer.
11. **We** reserve the right to nominate a suitable garage equipped to undertake repair, at **your** expense, rather than recover an immobilised **vehicle**, where effective repairs can be completed within 8 Hours.
12. If **we** arrange for temporary roadside repairs to be carried out to **your vehicle**, **you** are required to then immediately arrange for any permanent repair that may be necessary.
13. If **your vehicle** needs to be taken to a garage after 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 an emergency recovery fee.
14. **You** will have to pay for parts, components or other products used in the repair of **your vehicle**.
15. **We** will not arrange for assistance where **your vehicle** is considered to be dangerous or illegal to repair or transport.
16. Inter Partner Assistance shall not be responsible for more than two claims made against the Service during any 12 month period which arise from a common identified fault.
17. If **you** are covered for **breakdown** by any other insurance policy or warranty **you** must tell us.
18. 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 not more than £100 for any one **breakdown** towards **your** preferred form of assistance.
19. The parties to this insurance are **you** and **us** and any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance policy but this does not affect any right or remedy of a third party that exist or is available apart from that Act.
20. Any reduction in cover will only be allowed at renewal of the cover.
21. Breakdown Direct may cancel this policy by giving **you** fourteen days notice by

recorded delivery to **your** last known **UK** address. If we do this we will refund any unused part of **your** premium as long as you have not made a claim during the period of cover. During the fourteen days 'cooling off' period after initial purchase, **you** may cancel **your** policy and **your** premium will be refunded in full providing **you** have not made a claim or used the service. After the fourteen-day 'cooling off' period **you** have the right to cancel this policy by giving fourteen days written notice to Breakdown Direct. No refund of premium will be made. **You** may also cancel the policy and obtain a full refund at any time during the period of cover if **you** are unhappy with the **breakdown** service provided by **our** vehicle recovery operators. **You** will need to complete a service questionnaire before **we** can process **your** refund. This does not affect **your** statutory rights.

22. If you ask Breakdown Direct to make any changes to **your** policy during the **period of cover** e.g. an upgrade in cover, an administration fee of not less than £7.50 may be applicable.

### **Our Promise of Service**

We make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, the procedure below explains what **you** should do.

Your first point of contact should be: Customer Services Manager, BreakdownDirect at [csm@breakdowndirect.co.uk](mailto:csm@breakdowndirect.co.uk)

If the situation is still not resolved after following the above steps, **you** can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: Inter partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR or telephone 0870 609 0023.

If it is impossible to reach an agreement you have the right to make an appeal to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR or telephone 0845 080 1800.

### **Data Protection Act**

Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## Motoring Legal Advice

The cover in this section will only apply if it is shown on **your** current Motoring Assistance Schedule.

### How to get advice

For advice by telephone on general motoring legal problems, 24 hours a day, 365 days a year telephone (01206) 366500 and quote "Breakdown Direct".

Telephone calls may be monitored and recorded in the interests of customer service and for training purposes.

This service is provided on our behalf by Amicus Legal Ltd, The Old Exchange, 64 West Stockwell Street, Colchester, CO11HE

## Key Protection Cover

**The cover detailed under this policy will only apply if it is shown on your current Motoring Assistance Schedule.**

This policy is underwritten by Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance and are part of the worldwide AXA Group. AXA Assistance operates the claims helpline and the policy is administered by Breakdown Direct as an agent for the Insurer. This insurance is effected in England and is subject to the Laws of England and Wales.

### IMPORTANT

This document sets out the terms and conditions of your Breakdown Direct Key Protection cover and it is important that you read it carefully. There are general exclusions that apply to all sections of cover and general conditions that you must comply with for the policy to operate.

## Meaning of Words

Wherever the following words and phrases appear in bold in this document and certificate of insurance they will always have these meanings:

### **We/Us/Our**

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Registered No: FC008998.

### **Keys/Locks**

Keys for the vehicle specified in **your** Motoring Assistance Schedule.

### **Period of Cover**

This is the period to which the insurance applies and is stated on **your** Motoring Assistance Schedule

### **You/Your**

The policyholder or any person driving with **your** permission in the insured vehicle.

## Cover

In the event of any of the Insured Incidents during the **period of cover**, we will reimburse **you** up to the limits stated and will assist with the arrangements for replacing **your keys** and **locks** or vehicle hire.

## Policy Limit

The total amount payable in respect of each Insured Incident and in total for all Insured Incidents in any one year is £350 including VAT.

### How to Make a Claim

Please read the **Insured Incidents**, General **Conditions** and **Exclusions** sections to ensure the incident is covered under the terms of this policy. If you believe your claim to be valid then within 48 hours of the incident please telephone the 24 Hour Emergency **Breakdown Direct** Helpline on:

**0800 3895424**

quoting **your** policy number found on **your** Motoring Assistance Schedule.

This service is provided on our behalf by AXA Assistance  
Your telephone calls to and from us may be recorded

For reimbursement of costs incurred in an insured incident please forward the original receipts to AXA Assistance, Breakdown Direct Key Protect claims, The quadrangle 116 - 118 Station Road, Redhill, Surrey, RH1 1PR.

## Insured Incidents

1. If **your** vehicle **keys** are lost or stolen denying **you** access or use of **your** vehicle, **you** must report this to AXA Assistance who will arrange for a suitable contractor to attend the scene in order to help resolve the problem. Any replacement locks or keys approved by AXA Assistance and call out charges will be reimbursed subject to the policy limits.
2. If **your keys** are locked in **your** vehicle or broken in any **lock** of **your** vehicle denying **you** access or use of **your** vehicle, **you** must report this event to AXA Assistance who will arrange for a suitable contractor to attend the scene and pay for the cost of a replacement **key** and the call out charge (to a maximum of £30 including VAT) up to the policy limit.
3. If **you** are stranded more than 20 miles from home by theft or loss of **your** vehicle **keys** and have no access to **your** vehicle **we** will pay £30.00 per day including VAT for vehicle hire or any other alternative transportation agreed by **us**, for up to 3 days. AXA Assistance must be notified of the circumstances and car hire arranged through them.

## General Conditions

1. All lost or stolen **keys** or **keys** broken in a **lock** must be reported to AXA Assistance on **0800 3895424** within 48 hours of the incident quoting **your** policy number.
2. **You** may be required to provide proof of vehicle ownership or that **you** are driving with the owner's permission.
3. If **you** claim under this policy for something that is also covered by another

insurance policy, **you** must provide **us** with full details of the other insurance policy.

**We** will only reimburse **you our** rateable proportion of the claim.

4. **You** must take reasonable care to avoid anything which may result in a claim under the policy.

5. The parties to this insurance are **you and us** and any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance policy but this does not affect any right or remedy of a third party that exist or is available apart from that Act.

6. The cancellation provisions for this insurance policy are governed by the same terms as your vehicle breakdown cover. Please refer to Section F, clause 21 on page 5 of your policy document.

### General Exclusions

1. All costs incurred where **you** have not notified AXA Assistance within 48 hours of the incident.

2. Any claim for replacing **locks** when only parts need changing.

3. Any claim for damage to **locks** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.

4. Any claim for damage to **locks** by attempted theft or malicious damage.

5. Any claim for loss or damage caused by any act of war, invasion or revolution.

### Geographical Limits

This policy is only in effect within the boundaries of the United Kingdom (UK).

### Fraud

All cover under this insurance is forfeited if a fraudulent claim is made.

### Our Promise of Good Service

**We** make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect us to meet, the procedure below explains what **you** should do.

**Your** first point of contact should be: Customer Services Manager, Breakdown Direct at [csm@breakdowndirect.co.uk](mailto:csm@breakdowndirect.co.uk)

If the situation is still not resolved after following the above steps, **you** can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: The General Manager, Inter partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR or telephone 0870 609 0023.

If it is impossible to reach an agreement **you** have the right to make an appeal to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR or telephone 0845 080 1800. Also after following the above steps as part of **our** membership to the General Insurance Standards Council (GISC) **you** have access to an independent dispute resolution facility, the details of which are available from **us** on request. This does not affect **your** statutory rights.

### Data Protection Act

Details of **you, your** insurance cover and claims will be held by us and the Insurer as detailed above for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## Motor Legal Cover

The cover detailed under this policy will only apply if it is shown on your current Motoring Assistance Schedule.

If you are unlucky enough to have a motor accident it is essential to have expert legal representation and a replacement vehicle whilst your's is off the road. We have arranged a legal expenses insurance policy so that you have all the help you need to make a claim for compensation against the person who caused the accident and to provide you with a vehicle whilst you await repairs. For example you may need to claim the cost of a hire car, your insurance excess, lost earnings or if you were not insured comprehensively, your repair costs.

If you or your passengers were injured it is essential that you have expert legal assistance to formulate a claim against the person to blame.

### Covers up to £100,000

Up to £100,000 is available to meet your legal costs. As well as covering your own solicitors 'and barristers' fees, the cover extends to expert witnesses' and court costs. In civil cases your opponents' costs are covered if awarded against you.

### European Travel

You are covered throughout the UK and Europe. See the Territorial limit for the list of countries.

### Demands And Needs Statement

Motor Legal Cover meets the demands and needs of Breakdown Direct.co.uk policyholders who wish to protect themselves against future legal costs following a road traffic accident resulting in uninsured losses and/or bodily injury for which a claim is being brought against the person responsible for causing the road traffic accident.

### How To make a claim

You must give Amicus details of any claim as soon as possible and no more than 180 days after the insured incident happening. You can write to:

Claims Department, Amicus Legal Ltd, The Old Exchange, 64 West Stockwell Street, Colchester, CO1 1HE.

Alternatively, please telephone 01206 366500, or fax 01206 366501.

### Meaning of words

1. **We, us, our**

Amicus Legal Ltd, who administer this insurance on behalf of the **underwriters**.

2. **You, your**

The person who has taken out the Breakdown Direct.co.uk policy and for which the premium has been paid.



### 3. Insured person

**You**, and the passenger and driver who is or on the **insured vehicle** with **your** permission. Anyone claiming under this policy must have **your** agreement to claim.

### 4. Insured vehicle

The vehicle declared to **us** as shown in the Breakdown Direct.co.uk policy schedule. It also includes any caravan or trailer attached to the **insured vehicle** at the time of the **insured incident**.

### 5. Representative

The lawyer, or other suitably qualified person, who has been appointed by **us** to act for the **insured person** in accordance with the terms of the policy.

### 6. Legal costs

All reasonable and necessary costs charged by the **representative** on a standard basis. Also the costs incurred by opponents in civil cases if an **insured person** has to pay them, or pays them with **our** agreement.

### 7. Territorial limit

Great Britain, Northern Ireland, Republic of Ireland, Channel Islands, Isle of Man, France (including Monaco), Germany, Italy (including San Marino and the Vatican City), Spain, Portugal, Belgium, Netherlands, Luxembourg, Denmark, Norway, Sweden, Finland, Switzerland (including Liechtenstein), Austria, Greece, Andorra, Iceland, Gibraltar, Czech Republic, Slovakia and Hungary.

### 8. Period of insurance

The period shown in your Breakdown Direct.co.uk policy, such a period not to exceed 12 calendar months.

### 9. Underwriters

DAS Legal Expenses Insurance Company Ltd.

### 10. Insured incident

A road traffic accident which causes damage to the **insured vehicle** or to personal property in it; or causes the death of, or bodily injury to, the **insured person** while he or she is in or on the **insured vehicle**.

### 11. Date of occurrence

For civil claims, the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the **date of occurrence** is the date of the first of these events.

## Cover

1. **We** agree to provide the insurance in this policy, as long as:
  - (a) the premium has been paid; and
  - (b) the **insured incident** is during the **period of insurance**; and
  - (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
  - (d) for civil claims, it is always more likely than not that the **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to); and
  - (e) the **insured incident** occurs in the **territorial limit**.
2. For all **insured incidents**, **we** will help in appealing or defending an appeal, as long as the **insured person** tells **us** within the time limits allowed, that they want **us** to appeal. Before **we** pay the **legal costs** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
3. **We** will only pay the **legal costs** charged by a **representative** appointed by **us**.

4. The most **we** will pay for all claims resulting from one or more events arising at the same time, or from the same cause, is £100,000.

## INSURED INCIDENT

Following an **insured incident we** will negotiate to recover the **insured person's** uninsured losses and costs.

### What Is Not Covered Under This Policy

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. Any **legal costs** that are incurred before **we** agree to pay them.
3. Any claim relating to a contract involving the **insured vehicle**.
4. The **insured vehicle** being used by anyone who does not have valid motor insurance.
  5. Any claim caused by, contributed to or arising from:
    - (a) ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel;
    - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive or nuclear assembly, or nuclear part of it;
    - (c) war, invasion, foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, military force or coup; or
    - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
6. Any disagreement with **us** or the **underwriters**, which is not otherwise dealt with under condition
7. Any legal action the **insured person** takes which **we**, or the **representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **representative**.
8. Any claim directly or indirectly caused by, or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
9. Any claims relating to any illness or bodily injury that happens gradually, or is not caused by a specific or sudden accident.
10. Defending the **insured person's** legal rights, but defending a counter-claim is covered.
11. Apart from **us** or the **underwriters**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.
12. Any claim where, at the time of the **insured incident**, the **insured person** was disqualified from driving, or did not hold a licence to drive.
13. Any claim where the **insured person's** motor insurers repudiate the policy or refuse indemnity.
14. Any claim arising from racing, rallies, competitions or trials.
15. An application for Judicial Review.

### Conditions Which Apply To The Whole Policy

1. An **insured person** must:
  - (a) keep to the terms of this policy;
  - (b) try to prevent anything happening that may cause a claim;
  - (c) take reasonable steps to keep any amount **we** have to pay as low as

- possible;
- (d) send everything **we** ask for in writing;
- (e) give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.

- 2.
- (a) **We** can take over and conduct in the name of the **insured person** any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of the **insured person**.
  - (b) The **insured person** is free to choose a **representative**, by sending **us** a suitably qualified person's name and address, if:
    - (i) **We** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings; or
    - (ii) There is a conflict of interest.
- We** may choose not to accept the **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **insured person** may choose another suitably qualified person.
- (c) In all circumstances, except those in 2(b) above, we are free to choose a **representative**.
  - (d) A **representative** will be appointed by **us** to represent the **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **representative**.
  - (f) The **insured person** must give the **representative** any instructions **we** require.

- 3.
- (a) The **insured person** must tell **us** if anyone offers to settle the claim.
  - (b) If the **insured person** does not accept a reasonable offer to settle the claim, **we** may refuse to pay further **legal costs**.
  - (c) **We** may decide to pay the **insured person** the amount of damages that **the insured person is claiming**, or which is **being claimed against them, instead of starting or continuing legal proceedings**.

- 4.
- (a) The **insured person** must tell the **representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.
  - (b) The **insured person** must take every step to recover **legal costs** that **we** have to pay, and must pay **us** any **legal costs** that are recovered.

5. If the **representative** refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.

6. If the **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **legal costs** **we** have paid.

7. If **we** and the **insured person** disagree about the choice of a **representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to the choice of this person in writing. Failing

this, **we** will ask the president of the relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.

8. **We** may, at **our** discretion, require the **insured person** to obtain, at **your** expense, an opinion from a lawyer, or other suitably qualified person chosen by the **insured person** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.

9. The cancellation provisions for this insurance policy are governed by the same terms as **your** vehicle breakdown cover. Please refer to Section F, clause 21 on page 5 of **your** policy document.

10. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by another policy, if this policy did not exist.

11. This policy will be governed by English law.

## Data Protection

To provide and administer the legal advice service and legal expenses insurance, we must process your personal data and where appropriate your sensitive personal data and in doing this we will comply with the Data Protection Act 1998. We may need to pass data to the underwriters of the policy, DAS Legal Expenses Insurance Company Ltd. Unless required by law, by our regulator or a professional body we will not disclose your data to any other person or organisation or use it for any other purpose. The data controller is Amicus Legal Ltd.

## How To Make A Complaint

If you have a complaint about our service or about a claim, please write to the Claims Director, Amicus Legal Ltd, The Old Exchange, 64 West Stockwell Street, Colchester, CO1 1HE. Complaints will be acknowledged within 5 business days of receipt confirming the name of the person dealing with the matter and when a response can be expected. We aim to provide a full written response within 20 business days unless the complaint is of such nature that it needs more detailed investigation. If this is the case, we will advise you of the likely timescale.

If you are still not happy with the response you receive, you have the right to ask the Financial Ombudsman Service to review your case within six months of the company's decision to investigate the complaint.

## Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the underwriters of the policy, DAS Legal Expenses Insurance Company Ltd, cannot meet their obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claims costs. You can get more information about the compensation scheme from the FSCS.:

## The Role Of Amicus Legal Ltd

In arranging this type of insurance Amicus Acts only for one insurer, DAS Legal Expenses Insurance Company Ltd of DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. The law which applies to this insurance is English and the English language will be used in all communications.

In administering claims under the insurance policy, Amicus acts on behalf of the insurer. If a claim is accepted, a solicitor or other advisor will be appointed to act for the insured.

In some circumstances Amicus may provide legal advice to the insured, but only if there is no conflict of interest between the insured and the insurer or Amicus. These circumstances are:

Amicus provides a telephone legal advice service to insureds.

Amicus may engage in correspondence on behalf of insureds to pursue civil claims against other parties, provided legal proceedings have not been issued.

In the event that a conflict arises between two people both insured through Amicus, or between an insured and Amicus, or an insured and the insurer, then arrangements will be made for separate representation.

Telephone calls may be monitored and recorded in the interests of customer service and for training purposes.

Amicus Legal Ltd is not a solicitor's practice.

DAS Legal Expenses Insurance Company Ltd and Amicus Legal Ltd are incorporated in the UK and are authorised and regulated by the Financial Services Authority.



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